

BEFORE THE
ILLINOIS COMMERCE COMMISSION

IN THE MATTER OF:)
)
JAMES W. GARDNER/ MASTERMIND)
REALTY,)
)
vs.) No. 00 -0682
)
AMERITECH ILLINOIS,)
)
Complaint as to incorrect)
billing in Maywood, Illinois.)
Chicago, Illinois
June 7th, 2001
Met pursuant to notice at 10:00 a.m.

10

11 BEFORE:

12 CLAUDIA SAINOT, Administrative Law Judge.

13

14 APPEARANCES:

15 MR. JAMES W. GARDNER,
120 South 5th Avenue
16 Maywood, Illinois 60153
Appearing Pro se;

17

MR. JAMES A. HUTTENHOWER,
225 West Randolph Street, HQ 25 -D
Chicago, Illinois 60606
Appearing for Ameritech Illinois.

20

SULLIVAN REPORTING COMPANY, by
21 Steven T. Stefanik, CSR

22

1	I N D E X				
2	Witnesses:	Direct	Cross	Re - direct	Re - cross By Examiner
3	JAMES GARDNER		92		
4	WANDA BROOKS		124		
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8	E X H I B I T S		
9	Number	For Identification	In Evidence
9	Complainant's		
	No. A	53	60
10	No. 12 and 13	64	64
11	Respondent's		
	No. 1	152	169
12	No. 2	165	169
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13	No. 4	169	172
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22

1 JUDGE SAINSOT: By the authority vested in me
2 by the Illinois Commerce Commission, I now call
3 Docket No. 00-0682, James W. Gardner, Mastermind
4 Realty versus Ameritech Illinois. It is a
5 complaint as to incorrect billing in Maywood,
6 Illinois.

7 Will the parties identify themselves for
8 the record, please.

9 MR. JAMES GARDNER: James Gardner, Mastermind
10 Realty, located at 120 South 5th Avenue, Maywood,
11 Illinois 60153.

12 MR. HUTTENHOWER: James Huttenhower on behalf
13 of Ameritech Illinois, 225 West Randolph Street,
14 Suite 25-D, Chicago 60606, (312) 727-1444.

15 JUDGE SAINSOT: Okay. This matter is scheduled
16 for an evidentiary hearing today.

17 Before we proceed, I'm just going to go
18 over a few things. I think I've touched base on
19 these things with you before, Mr. Gardner, but
20 they're worth reminding.

21 We at the Commerce Commission -- are you
22 taping this, Mr. --

1 MR. JAMES GARDNER: Oh. Is it okay?

2 JUDGE SAINOT: No.

3 We at the Commerce Commission employ the
4 Rules of Evidence. So that means that all of the
5 evidence that will be heard here today -- the
6 Illinois Rules of Evidence is what I meant to
7 say -- will be in full accordance with the Illinois
8 law regarding the admission of evidence and
9 foundation for evidence.

10 After this hearing, I will issue a
11 ruling and that ruling will have dates for the
12 parties to file briefs on exceptions, if they so
13 desire. If -- after the briefs on exceptions come
14 in I issue a ruling taking the briefs on exceptions
15 into account, if there are any briefs on
16 exceptions.

17 At that point, the Commission accepts or
18 rejects my ruling. And after the Commission, if
19 you file a petition for rehearing, you can go to
20 the Appellate Court if you're dissatisfied with the
21 Commission's ruling.

22 Again, Mr. Gardner, I'm not suggesting

1 that you will have to file briefs on exceptions.

2 I'm just giving you a little road map.

3 Okay. With that, can we -- we can
4 proceed.

5 Mr. Gardner, would you like to give an
6 opening statement or --

7 MR. JAMES GARDNER: Yeah. Are we on the
8 record?

9 JUDGE SAINSOT: Yes, we are.

10 MR. JAMES GARDNER: Now, I'd like to record.

11 JUDGE SAINSOT: Mr. Gardner, that's what the --

12 MR. JAMES GARDNER: I just like to keep records
13 to coincide. Because when I order the transcript,
14 I listen to my tape and I also read the transcript.

15 JUDGE SAINSOT: Mr. Gardner, there is no need
16 for a tape recorder.

17 MR. JAMES GARDNER: Well, I said there is a
18 need for me, unless it's not permissible by some
19 statute. I don't know, but it helps me to
20 understand the transcript because I do order the
21 transcripts.

22 JUDGE SAINSOT: I can see that you have the

1 transcripts.

2 MR. JAMES GARDNER: Right.

3 JUDGE SAINOT: Mr. Gardner, I can't allow
4 parties to do that.

5 Okay. Can you -- you can proceed,
6 Mr. Gardner.

7 OPENING STATEMENTS

8 BY

9 MR. JAMES GARDNER:

10 Okay. Miss Honorable Claudia Sainsot,
11 the administrative law judge for the Illinois
12 Commerce Commission, on March 19th, 2001, I
13 appeared before this Commission at which time I
14 requested that in the future, any agreements as for
15 dates of hearings should be provided to the
16 Illinois Commerce Commission in the form of a
17 motion giving the Illinois Commerce Commission the
18 opportunity to grant or deny said motion.

19 Judge Sainsot stated that she will try
20 her best and went on to say and I quote, "I have
21 absolutely no control over the clerk's office and
22 they are the ones who issue the orders."

1 She also stated that, "The problem is
2 not with the clerk's office not getting something
3 in writing. It's getting something in writing
4 quickly," end of quote.

5 For the record, I would like to point
6 out the fact that I have never requested a
7 continuance in this case verbally or in written
8 form. However, this case has been continued
9 several times.

10 For the first time, I am in receipt of a
11 motion of Ameritech Illinois for a continuance
12 because of three of their company's three potential
13 witnesses was going to be out of town on May 25
14 because of Memorial Day holiday weekend. I'm in
15 receipt of a notice from ICC, the Illinois Commerce
16 Commission, continuing the May 25th evidentiary
17 hearing date to June 7, 2001 at 10:00 a.m. and that
18 is why I'm here.

19 This case 00-0862 (sic), concerning
20 Ameritech's incorrect billing in Maywood, Illinois,
21 the complainant being Mastermind Realty and
22 James W. Gardner, the president of Mastermind

1 Realty, both located in Maywood, Illinois have
2 today, June 7th, 2001 at 10:00 a.m., the same
3 evidentiary information that was introduced at the
4 April 3rd, 2001 hearing at 10:00 a.m., which was
5 not accepted by the Commission. It was not made
6 part of the record.

7 JUDGE SAINSOT: Mr. Gardner --

8 MR. JAMES GARDNER: Again --

9 JUDGE SAINSOT: Mr. Gardner, we've never had an
10 evidentiary hearing in this matter. Could you
11 clarify what you mean by that?

12 MR. JAMES GARDNER: Again, per Section 200.310
13 of the 83 Illinois Administrative Code, Section
14 200.310 and 200.670, I ask that I be allowed to
15 file this information with the Hearing Examiner and
16 Commissioners which outlines the issues in dispute
17 and key facts pertaining to this case.

18 It is of our opinion that much of the
19 information that Ameritech has provided, as well,
20 has been provided as a form of harassment and to
21 delay the proceedings causing a disruption to the
22 proceedings which is a violation of the 83 Illinois

1 Administrative Code, Section 200.340 policy on
2 discovery.

3 I ask that this Commission governs and
4 inform all parties of any reasons for continuance
5 and what is expected of the parties at each
6 hearing.

7 Thank you.

8 JUDGE SAINSOT: Okay. For the record,
9 Mr. Gardner, the last time this case was continued,
10 it was continued because I had a conflict in my
11 schedule. And I apologize for that, but things
12 come up here. We have emergencies all the time. I
13 try not to do that, but it is inevitable.

14 Mr. Gardner, you mentioned a previous
15 evidentiary hearing. We've never had an
16 evidentiary hearing in this matter before.

17 MR. JAMES GARDNER: I have notices to come to
18 an evidentiary hearing.

19 The last time I was here, April the 3rd,
20 I brought two suitcases of information to provide
21 to the Commission.

22 JUDGE SAINSOT: But that was a status hearing.

1 That's why -- at that point, we were just
2 discussing what information you had tendered back
3 and forth. That was not an evidentiary hearing and
4 we had discussed that prior to that date.

5 MR. JAMES GARDNER: Well, according to the
6 information that I read, I was to provide to the
7 Commission information for your -- for the
8 Commission's review in order to be able to conduct
9 a hearing whereby the Commission would know the
10 facts of the case.

11 JUDGE SAINSBY: Well, that's what you're here
12 for today, an evidentiary hearing; that's what an
13 evidentiary hearing is.

14 Okay. Mr. Huttenhower, do you have any
15 statement you'd like to make?

16 MR. HUTTENHOWER: I have some brief remarks.

17 OPENING STATEMENTS

18 BY

19 MR. HUTTENHOWER:

20 To the extent that Ameritech understands
21 the two general claims that Mr. Gardner is raising,
22 those claims are as follows:

1 First, that in approximately October of
2 1996, he contacted Ameritech and asked that the
3 lines at his business be effectively disabled from
4 making outgoing calls, either local or long
5 distance. And it is Mr. Gardner's belief that
6 after that time, Ameritech continued to bill him
7 for outgoing calls.

8 And I think that the evidence that we
9 will present today will show that he was not, in
10 fact, billed for any outgoing calls dialed from his
11 office phones after October of 1996.

12 The second claim relates to a promise or
13 an agreement Mr. Gardner supposedly reached with
14 Ameritech that he would be billed for his service
15 at a certain rate per month and that Ameritech's
16 bills rendered subsequent to that time were in
17 excess of this rate. I'm not completely sure what
18 the rate is, but I'm sure Mr. Gardner will provide
19 us with that information.

20 And the evidence that we would present
21 today would be to the effect that we billed
22 Mr. Gardner throughout the period of the dispute in

1 accordance with the rates that were specified in
2 our tariffs, and that those tariffs may -- those
3 tariffed rates may change over time. There may be
4 new charges that are added to a customers's bill
5 because, you know, a branch of the government has
6 decided that we now have to impose a new sort of
7 charge on telecommunications, but that our bills
8 were in compliance with our tariff and that that is
9 sufficient to make them lawful bills.

10 JUDGE SAINSOT: Okay, Mr. Gardner. Would you
11 like to call your first witness?

12 MR. JAMES GARDNER: Well, I would like to make
13 another statement to clarify something.

14 This is in regards to --

15 JUDGE SAINSOT: Excuse me. Excuse me,
16 Mr. Gardner.

17 MR. JAMES GARDNER: Yes, ma'am.

18 JUDGE SAINSOT: Generally, the plaintiff does
19 not have a right to reply. I'll let you have a few
20 minutes, if you'd like.

21 But keep in mind, too, Mr. Gardner, that
22 this isn't evidence. This is just argument. The

1 purpose of argument is to give me an overview of
2 the evidence that you're going to present so that I
3 have an idea of where it fits in your picture of
4 the events.

5 MR. JAMES GARDNER: Right. I just wanted to
6 clarify something and I think the notices that I
7 received from the Commission would also support
8 what I'm about to say.

9 This complaint is about Ameritech
10 overbilling Mastermind Realty, James Gardner --
11 overbilling in Maywood, not just because of local
12 or long distance telephone calls. It is in regards
13 to Ameritech overbilling and that is -- that is the
14 nature of the complaint, just simple overbilling.

15 So the counsel just added the fact that
16 local calls or long distance call -- this is about
17 overbilling, period.

18 JUDGE SAINSOT: Okay, Mr. Gardner. Would you
19 like to call your first witness, please?

20 You can call yourself.

21 MR. JAMES GARDNER: Well, I'm the only one
22 here. I suppose I will be --

1 JUDGE SAINSOT: Well, do you have documents
2 that you would like to enter into evidence?

3 MR. JAMES GARDNER: I sure do.

4 JUDGE SAINSOT: Okay. Well, it's easier if
5 you're sworn in and, that way, you can lay a
6 foundation sworn in as a witness.

7 (Witness sworn.)

8 JUDGE SAINSOT: Okay. Proceed.

9 MR. JAMES GARDNER: I have a document -- a
10 binder of documents that I would like to leave with
11 the Commission today, June 7th, at this evidentiary
12 hearing for your review in regards to the ICC
13 Docket No. 00-0682. The table of contents that's
14 in this binder is as follows:

15 No. 1, a letter dated 10/15/96 from
16 James Gardner to Ameritech requesting a block on
17 telephone lines since June 17th of 1996.

18 No. 2, a letter from Ameritech verifying
19 that all blocking is in place.

20 No. 3, a billing summary of Ameritech
21 bills to Mastermind Realty from 1996 through the
22 year of 2000.

1 No. 4, Mastermind Realty payment
2 summary. This is payments to Ameritech from
3 December of 1995 to August of 2000.

4 No. 5, actual bills and amounts paid
5 from December the 4th of 1995 to December the 4th
6 of 1996.

7 No. 6, actual bills and amounts paid of
8 1997.

9 No. 7, actual bills and amounts paid in
10 the year of 1998.

11 No. 8, actual bills and amounts paid in
12 1999.

13 No. 9, actual bills and amounts paid of
14 the year of 2000.

15 I also have No. 10, a spreadsheet. This
16 is the accounting of the billing and the payments.
17 It's all laid out on a spreadsheet.

18 No. 11, copies of actual bills from
19 Ameritech from December of 1995 to August of 2000.

20 No. 12, summary of the position of
21 Mastermind Realty and James Gardner.

22 I would like to introduce this

1 information as part of the evidence in this case.

2 JUDGE SAINSOT: Do you have -- can I take a
3 look at that for a second?

4 MR. JAMES GARDNER: May I get a glass of water,
5 please?

6 JUDGE SAINSOT: Oh, sure.

7 (Discussion off the record.)

8 (Whereupon, Complainant

9 Exhibit No. A was

10 marked for identification

11 as of this date.)

12 JUDGE SAINSOT: Okay. We're back on the
13 record.

14 Mr. Huttenhower, would you like to
15 review these -- this binder?

16 MR. HUTTENHOWER: I think I know what most of
17 it is.

18 He had -- Mr. Gardner had previously
19 provided me with a binder -- some of the contents,
20 at least that Mr. -- the table of contents
21 Mr. Gardner just read is a little different.

22 I'm not sure I know what the summary of

1 position of Mastermind is, which --

2 JUDGE SAINSOT: Hm-hmm.

3 MR. HUTTENHOWER: -- which was not included in
4 the stuff previously tendered to me.

5 I noticed in terms -- some of the bills
6 that Mr. Gardner included were not necessarily in
7 the copy I had assembled in the right page order,
8 though, that's a minor problem. I don't think it
9 was very many of the bills.

10 I could take the time to review these
11 bills myself and make sure that they're okay. I
12 don't know that that's worth --

13 JUDGE SAINSOT: Well, they're just -- they're
14 just not in proper sequence, is that it?

15 MR. HUTTENHOWER: A couple of the early bills
16 were in a different page order than, I think, they
17 would have shown up when the customer received
18 them, but --

19 JUDGE SAINSOT: Oh, okay.

20 MR. HUTTENHOWER: Not a big problem, but if we
21 started working with one of those bills, we might
22 want to sort of staple it in the right order.

1 JUDGE SAINSOT: Oh, you did -- am I correct --
2 oh, I see what you're saying, because they are
3 stapled.

4 MR. HUTTENHOWER: The bills to which I was
5 referring were what I think are probably the first
6 several in the stack from late '95, early '96.

7 JUDGE SAINSOT: Well, why don't we do this: If
8 you feel that they have to be restapled -- I can go
9 get a stapler.

10 MR. HUTTENHOWER: I mean, if we get to them in
11 the course of Mr. Gardner's presentation, perhaps
12 that would be --

13 JUDGE SAINSOT: The easier way to --

14 MR. HUTTENHOWER: Yeah.

15 JUDGE SAINSOT: Okay. Do you want to review
16 the summary of the argument?

17 MR. HUTTENHOWER: Is it --

18 JUDGE SAINSOT: It's in here.

19 MR. HUTTENHOWER: Is it lengthy, Mr. Gardner,
20 or is it --

21 JUDGE SAINSOT: The other thing I would like
22 you to do, Mr. Gardner, is -- I think maybe we

1 should just take a quick break -- is identify the
2 documents.

3 You have put them all in a nice neat
4 arrangement, but if you could, just for evidentiary
5 purposes, identify No. 1. And how you can do that
6 that's easy, is take this blue marker and just
7 write 1 there or in a circle on the document. And
8 then on the next group -- on the first page of the
9 next document, just write 2, or -- does that make
10 sense?

11 MR. JAMES GARDNER: (Nodding.)

12 JUDGE SAINSBOT: That way, it's clear that --
13 because this is not one exhibit. This is a series
14 of exhibits; 13, to be exact. So it's easier for
15 you and for me if I know what exhibit it's a part
16 of. It's just an evidentiary thing that lawyers
17 do.

18 Do you want to take a look at the
19 summary of the argument? We'll break for ten
20 minutes and then we can have Mr. Huttenhower.

21 MR. HUTTENHOWER: Sure. I guess, in the
22 meantime, he can number the --

1 JUDGE SAINSOT: Right.

2 MR. HUTTENHOWER: -- the different exhibits --

3 JUDGE SAINSOT: Right.

4 MR. HUTTENHOWER: -- if he so chooses.

5 JUDGE SAINSOT: Right. You know, I think this

6 is the fastest way to do it since -- and it's

7 certainly -- since it's blue ink, it sticks out.

8 MR. HUTTENHOWER: Yeah.

9 JUDGE SAINSOT: Yeah. And if --

10 Mr. Huttenhower, if there's something else you want

11 to review as well as in here, too, feel free.

12 (Recess taken.)

13 JUDGE SAINSOT: We're back on the record.

14 Mr. Gardner, you are moving for

15 admission of exhibits -- your Exhibits 1 through

16 11; is that correct?

17 MR. JAMES GARDNER: That is correct.

18 JUDGE SAINSOT: 12, 13 and 14 do not exist, is

19 that correct, on your --

20 MR. JAMES GARDNER: Evidently, I don't have

21 them with me. If it's permissible, I would like to

22 bring that at a later time.

1 JUDGE SAINSOT: No, you can't do that,

2 Mr. Gardner. This is trial.

3 MR. JAMES GARDNER: I can't do that? I thought
4 it's part of the record.

5 JUDGE SAINSOT: And, Mr. Huttenhower, you've
6 had a chance to review these documents?

7 MR. HUTTENHOWER: Yes. I just had a few -- for
8 the most -- most of the material is either bills
9 from Ameritech or materials Mr. Gardner has
10 prepared, I assume, using the bills from Ameritech.

11 I wanted to point out two things. One
12 is that some of the materials aren't actually
13 bills, but they're disconnection notices that he
14 may have received from the company from time to
15 time.

16 And, second, Item 11, at least the table
17 of contents suggests that perhaps the book contains
18 all the bills from December of 1995 through August
19 of 2000. In fact, he has the December of '95 bill,
20 but then the book skips to March of '96, April of
21 '96, May of '96, then to September of '96. And I
22 think from September of '96 subsequent, he has all

1 the bills, but there are some bills for 1996 that
2 are not in his binder.

3 JUDGE SAINSOT: Okay. So you're not objecting
4 to the admission of these documents.

5 MR. HUTTENHOWER: No, I just want --

6 JUDGE SAINSOT: You just want to clarify that
7 they're not a total and accurate picture with
8 regard to No. 11.

9 MR. HUTTENHOWER: Yes.

10 MR. JAMES GARDNER: Can I answer that, Counsel?

11 JUDGE SAINSOT: Yes, you can.

12 MR. JAMES GARDNER: All right. In regards to
13 some of the bills that may be missing that Mr.
14 Huttenhower did not see in the binder is because
15 Mastermind Realty and James Gardner never did
16 receive a bill during that particular month.

17 It's possible that we didn't receive a
18 bill during that particular month because the
19 billing was in dispute. And during the dispute
20 period, we were not provided a bill from Ameritech,
21 and there has been two months at a time that we
22 have not received a bill because the billing was in

1 dispute.

2 So that could be the reason for that.

3 JUDGE SAINSOT: Okay. Okay. Your comments are
4 noted, Mr. Gardner.

5 And just to remind you, you are still
6 under oath.

7 Your motion to admit exhibits -- we'll
8 call it a group Exhibit A, which is this binder,
9 but it contains Exhibits 1 through 11, is granted
10 and these are entered into evidence.

11 (Whereupon, Complainant
12 Exhibit No. A was
13 admitted into evidence as
14 of this date.)

15 JUDGE SAINSOT: At this time, Mr. Gardner, you
16 can --

17 MR. JAMES GARDNER: 11, 12, 13, that is part of
18 the that group in there.

19 JUDGE SAINSOT: This is part of that group?

20 MR. JAMES GARDNER: I figured that maybe
21 Ameritech would be introducing that, but just in
22 case it's not part of their introduction, I would

1 like for it to be in my binder. That is the --

2 JUDGE SAINOT: It's Ameritech -- it looks like

3 a tariff and a spreadsheet, some kind of

4 spreadsheet.

5 MR. JAMES GARDNER: Right. No, is it a

6 spreadsheet? Call it a spreadsheet?

7 JUDGE SAINOT: Well, some sort of --

8 MR. JAMES GARDNER: I was trying to give it a

9 name, myself. I couldn't really give it a name.

10 MR. HUTTENHOWER: I would probably call it a

11 chart.

12 JUDGE SAINOT: Mr. Huttenhower?

13 A chart? Well, there you go. That's

14 good.

15 MR. JAMES GARDNER: Ameritech's chart? One is

16 a tariff.

17 MR. HUTTENHOWER: The chart is an early -- is a

18 version that we provided to Mr. Gardner as part of

19 our informal discovery.

20 At this point, it's possible that I will

21 be introducing a new, improved version of that

22 chart.

1 JUDGE SAINSOT: Hm-hmm.

2 MR. HUTTENHOWER: But that was a preliminary
3 version of it.

4 MR. JAMES GARDNER: So if it's okay with the
5 Commission, I would like to make this part of the
6 evidence that I provided to you already and that is
7 the Ameritech tariff of Ameritech Centrex services.

8 JUDGE SAINSOT: Okay.

9 MR. JAMES GARDNER: And the other one is --

10 JUDGE SAINSOT: A chart.

11 MR. JAMES GARDNER: Mastermind Realty as of
12 9/4/00 service record.

13 JUDGE SAINSOT: Okay. Any objection,
14 Mr. Huttenhower?

15 MR. HUTTENHOWER: I have no objection to the
16 tariff.

17 The chart, I may have some problem with
18 just because we have revised it several times since
19 then in an effort to ensure its accuracy. So that
20 some information in that chart may not be accurate
21 and we will probably be introducing a different
22 version of the chart, and so I guess there's the

1 possibility of confusion.

2 As long as you feel that you would not
3 be confused by having two documents that look
4 essentially the same floating around.

5 JUDGE SAINSOT: How essential is this -- is the
6 difference and -- or how obvious is the difference,
7 Mr. Huttenhower?

8 MR. HUTTENHOWER: I think the chart that
9 we're -- that we would be introducing will be key
10 to his August 2000 bills. So the title, at least,
11 will say it's an August 2000 bill rather than a
12 September 2000.

13 JUDGE SAINSOT: Hm-hmm.

14 MR. HUTTENHOWER: So I guess that would allow
15 you to distinguish the two. And our chart would
16 not have what I believe to be Mr. Gardner's
17 handwriting on it. So...

18 JUDGE SAINSOT: Right, but you have no
19 objection to what's written on here; is that
20 correct?

21 MR. HUTTENHOWER: Only to the extent that our
22 later chart might have corrected what would be, you

1 know, incorrect tariff references or something on
2 the chart.

3 JUDGE SAINSOT: Okay.

4 Your quantifying statements are duly
5 noted, Mr. Huttenhower. Your -- but your motion is
6 granted, Mr. Gardner. Your Exhibits 12 and 13 --
7 and for the record, 12 is a tariff ICC No. 19, and
8 Exhibit 13 is a chart of service records with --
9 service record as of September 4, 2000 for
10 Mastermind Realty. It is an Ameritech document.

11 (Whereupon, Complainant
12 Exhibit Nos. 12 and 13 were
13 marked for identification
14 as of this date.)

15 (Whereupon, Complainant
16 Exhibit Nos. 12 and 13 were
17 admitted into evidence as
18 of this date.)

19 JUDGE SAINSOT: Okay. You can proceed,
20 Mr. Gardner.

21 MR. JAMES GARDNER: I presented all the
22 evidence that I have at this time, your Honor. I

1 have nothing else to present.

2 JUDGE SAINSOT: Mr. Gardner, you need to
3 explain to me how these documents establish that
4 you -- that you were overbilled.

5 MR. JAMES GARDNER: Counselor, do you have the
6 letter that I sent to you, the last letter?

7 I pointed out to counsel in the
8 letter -- and I do have it in my case. It would
9 take a couple minutes to find it -- back in June
10 17th of 1996 was my first request for outgoing
11 calls only from our business lines at Mastermind
12 Realty. It was not granted until later that year.
13 I want to say around October, November when our
14 lines was finally blocked.

15 During June and July, as I pointed out
16 before, there was no billing because there was a
17 dispute between Ameritech and Mastermind Realty.

18 In September of 1996, we received a bill
19 for \$426.68. That bill was paid, \$426.68.
20 October, we received a bill for \$572.46. A dispute
21 took place regarding that bill.

22 After contacting Ameritech, there was an

1 apology and credits was given to Mastermind Realty
2 and that is shown on the November 4th billing.

3 Our lines was blocked. We could not
4 make any outgoing calls. Some of the charges on
5 the bill are -- was charges that we knew nothing
6 about. Again, Ameritech did apologize. We did get
7 credit for those amounts.

8 December of 1996, we received a bill for
9 85.97. There was a dispute again because of the
10 fact that when our lines was blocked at Ameritech,
11 we was informed that because we only have incoming
12 calls only, our monthly bill would be fixed. And I
13 said, How much would that amount be, and this is
14 what I explained in my letter to Ms. Chris Cromasak
15 (phonetic) the general manager, a Ms. Yakaran
16 (phonetic) who was also a manager at Ameritech.

17 I explained to them that I need to know
18 the amount that I would have to pay each and every
19 month and what would be the reason for an increase
20 in my monthly bill.

21 I was informed that your monthly bill
22 would be around \$52 -- \$52 a month.

1 MR. HUTTENHOWER: I object to Mr. Gardner's
2 testimony to the extent that he seems to be
3 characterizing his most recent statements about the
4 amount of his bills as being mentioned in the
5 letter of October 15th, 1996. If he wants to
6 introduce that letter into evidence, that would be
7 fine.

8 My quick perusal of the letter suggested
9 it does not actually contain information on the
10 topic he was just discussing.

11 JUDGE SAINSBOT: Right. If you want to
12 introduce a letter, that's one thing, Mr. Gardner.
13 But, otherwise, it's hearsay.

14 So your objection is sustained with
15 regard to the conversation as to what you were
16 informed about concerning your rate. That doesn't
17 mean that you can't present evidence regarding what
18 you were told.

19 It just means that you can't testify as
20 to what's in a letter about -- especially when the
21 person who wrote the letter is not in the room.

22 MR. HUTTENHOWER: Mr. Gardner wrote the letter,

1 but --

2 JUDGE SAINOT: Okay. Well, then the person
3 who wrote the letter is in the room, but you can
4 proceed, Mr. Gardner.

5 MR. JAMES GARDNER: We was informed that our
6 bill would be around \$52.52 a month, I believe.
7 Our bill continued to increase and that was the
8 reason that we continued to contact Ameritech in
9 regards to this overbilling.

10 In 1997, February, we paid \$128.79 to
11 Ameritech and that was to cover January and
12 February billing. Because of the taxes and other
13 charges we had figured to pay based on the
14 information that we had gotten from an Ameritech
15 representative, that we would be paying including
16 taxes around \$61, \$62 a month.

17 The only time our bill would increase
18 would be to an increase in taxes or an increase in
19 the line charges or service charges.

20 After receiving the bill around \$62 a
21 month, we felt that this was the agreement. I
22 believe that we received around 13 bills since our

1 lines was blocked for around 60 -some dollars, \$62 a
2 month -- \$64 a month. And the spreadsheet would
3 indicate that for several months, our bill
4 reflected that \$62, \$64 charge.

5 The January and February bill of 1997 of
6 \$128.79, that is for the month of January and
7 February. In March, we received a bill from
8 Ameritech for \$215.59. We don't owe you that. We
9 paid January, we paid February. Why are we getting
10 a bill for \$215.59? We paid \$61.80.

11 In April of '97, we received a bill for
12 \$175.96. We paid as of June 4th for April and May,
13 we paid -- we paid that bill June 4th for April and
14 May.

15 In June, we received another bill from
16 Ameritech for \$302.54. We paid the \$66.20. In
17 July, we received a bill for \$287.30. We paid the
18 \$61.20. That is when we filed a complaint that we
19 was being charged more than the \$60, including the
20 service charges and everything which we have been
21 informed that we would have to pay.

22 For September of 1997 and for October of

1 1997, there was no bill because there was a
2 dispute. In November, we received another bill
3 from Ameritech for \$367.96. In December of 1997,
4 we received a bill of \$500.58.

5 In 1998, January of 1998, the bill was
6 \$364.11. And in December of 1997, it was 550 --
7 \$500.58. Now, in January, it had reduced to
8 \$364.11. We paid January the 18th, \$227.52. We --
9 on January the 12th, we paid \$122.40. We wanted to
10 keep the phone on. We felt it was being
11 overbilled, but we was paying these amounts just to
12 keep the telephone on.

13 In February, we received -- in February
14 of 1998, we received a bill for \$403.17. Our lines
15 are blocked. We paid \$61.20. In March of 1998, we
16 received a bill from Ameritech for \$420.83. We
17 paid \$50.41. In April of 1998, we received a bill
18 for \$461.66. We paid \$62.51.

19 Now, I'd like to point out to the
20 Commission, we got little asterisks here, "see the
21 bill."

22 In May of 1998, Ameritech bill was

1 \$99.13. We paid, again, \$62.51. In June of 1998,
2 we received a bill from Ameritech for \$562.83.
3 Again, we paid \$62.57 on July 29th.

4 In July of 1998, we received a bill from
5 Ameritech for \$473.66. We paid, as agreed, \$62.51.
6 In August of 1998, we received a bill from
7 Ameritech for \$200.72. It is noted here there was
8 no payment. I believe there was a dispute at that
9 time.

10 In September of 1998, we received
11 another bill from Ameritech for a hundred -- for
12 \$308.30. It is noted there's no payment noted here
13 because I believe there was a dispute during that
14 time. There was overbilling.

15 In October of 1998, we received a bill
16 from Ameritech for \$477.41. We paid, as we had
17 been informed -- had agreed upon for a flat rate of
18 \$64.94. That amount was paid in October 19th of
19 1998.

20 And in November of 1998, we received
21 another bill from Ameritech for \$523.21. We paid
22 the amount that we had agreed to pay, \$64.94, which

1 was paid on November the 25th.

2 In December of 1998, we received a bill
3 from Ameritech for \$344.97. We paid \$64.94. That
4 amount was paid January the 21st of 1999.

5 I would like to point out for the record
6 that November billing of 1998 was 523.21. We paid
7 only \$64.94, which was paid November the 25th of
8 1998. Our next bill after making the \$64.90 -- a
9 \$64.94 payment on a \$523.21 bill, the bill was
10 reduced evidently by the next bill being in
11 December of 1998, \$344.97 of which \$64.94 was paid
12 January the 21st of 1999.

13 January of 1999, we received a bill from
14 Ameritech for \$457.41. We paid \$64.94 on January
15 the 21st. February of 1999, we received a bill
16 from Ameritech for \$434.25. We paid \$65.12.

17 For the record, I would just like to
18 point out here that the -- after making that
19 payment in January of 1999 of 64.94, which was paid
20 on January the 21st -- January 21st, the next bill
21 being \$434.25, the balance after making a \$64.94
22 payment in January, according to my calculation

1 here, was \$312.47.

2 However, the February bill was \$434.25
3 of which we paid \$65.12, which was paid a little
4 late, but it was paid -- it was paid on April 1st
5 of 1999.

6 The March bill we received from
7 Ameritech of 1999 was \$548.07. We paid, as agreed,
8 the \$65.12 and we paid that the same time that we
9 paid for the February bill, April 1st of 1999.

10 The April bill from Ameritech to
11 Mastermind Realty was \$514.23. We paid \$66 and we
12 paid that amount on May 4th.

13 At this point, I would like to explain
14 to the Commission that the -- from \$62 to \$64 to
15 \$66, these was the amounts that was also occurring
16 on the bill -- that -- strike that.

17 These are the amounts that we was paying
18 because we knew that there could be some increase,
19 but there was no \$100 or \$200 justifiable increase
20 in our bill. We knew that businesses are in
21 business to make money. We knew that Ameritech had
22 provided us with information that our monthly bill

1 would be from 50, \$60 a month as somewhat of a flat
2 fee, and the only time our bill would go up would
3 be if the faxes or if the service fee for the lines
4 go up.

5 MR. HUTTENHOWER: I object to his
6 characterization of some agreement or a promise
7 made by Ameritech as being hearsay.

8 MR. JAMES GARDNER: According to -- I pointed
9 that out in the letter in October 15th, 1996 to a
10 Ms. Yadra (phonetic) in the last paragraph of the
11 letter. And I talked to Dave, a representative of
12 Ameritech. He indicated how much my -- how much my
13 fee would -- my cost would be.

14 MR. HUTTENHOWER: My objection is this is
15 hearsay for two reasons:

16 One, any information about what this
17 person Dave may or may not have said to Mr. Gardner
18 about what his ongoing monthly service charge would
19 be is not contained in this letter, even if it were
20 admissible, and whatever statements Dave made are
21 hearsay.

22 JUDGE SAINOT: He's correct. He's correct.

1 His -- your objection's sustained.

2 MR. JAMES GARDNER: Well, your Honor, I did
3 talk to counsel about Dave, Nancy and all the other
4 people that I've talked to. Ameritech does not
5 give out an operator number. These people, they
6 did not give out an operator number. They only
7 gave out first names.

8 I wish I did have Dave's last name. I
9 do not have Dave's last name and that is why I
10 requested from counsel to have Dave to come to this
11 evidentiary hearing. And I was -- it was -- I was
12 informed that Dave who. I said, I don't know
13 Dave's last name because Dave refused to give out
14 his last name. The only thing I can tell you is
15 around the time and -- that I talked to Dave and
16 he's a representative of Ameritech.

17 There was seven people that I talked to
18 at Ameritech in regards to our complaint and all of
19 these people refused to give out a last name. So,
20 therefore --

21 JUDGE SAINOT: I understand it's a problem,
22 Mr. Gardner.

1 MR. JAMES GARDNER: Right. Okay.

2 JUDGE SAINOT: But at the same time, you know,
3 Dave and Nancy and whomever else you talked to are
4 not here.

5 MR. JAMES GARDNER: Okay. All right. I will
6 go on, if it's okay with you, your Honor.

7 JUDGE SAINOT: Yes.

8 MR. JAMES GARDNER: Yes. All right.

9 April 14th, we received a bill from
10 Ameritech for \$514.23. We paid the \$66 and we paid
11 that amount May 4th. In May of 1999, our bill had
12 been -- had reduced from \$514.23, it had been
13 reduced to \$195.57. Now, we only paid \$66 May 4th,
14 and our next bill from \$514.23 the previous month
15 had been reduced to \$195.57. We paid, May 17th,
16 \$66.

17 In June of 1999, the bill had increased
18 a little to \$236.39. We paid \$65.09 and that
19 amount was paid June 18th of 1999.

20 In July of 1999, our bill had increased
21 by maybe -- from \$236.39 to 248.47. We paid \$65.09
22 and that amount was paid August 7th of 1999.

1 In August of 1999, we paid \$66. The
2 bill amount from Ameritech was \$296.12. The \$66
3 that was paid was paid September the 13th.

4 In September of 1999, the billing from
5 Ameritech was \$309.58. We paid \$66 and that amount
6 was paid on September 27th of 1999.

7 Our next bill in October of 1999 was
8 \$262.57. Again, we know things do go up a little
9 bit, taxes, service fees. We paid \$72.40, because
10 now Ameritech was showing an increase on the bill
11 of -- they were showing an amount of \$72. It was
12 our thinking, okay, the service fee, that went up,
13 and the line charges have went up. We began to
14 look at the information from the Illinois Commerce
15 Commission to see if there had been an increase
16 granted by the Commission to Ameritech to justify
17 this increase from \$62 to \$72.40 between the period
18 of '96 to '99.

19 We did not see anything in all the
20 information, the newsletters from the Illinois
21 Commerce Commission that we received every -- every
22 two weeks, I believe. It was twice a month we

1 received information from the Illinois Commerce
2 Commission from utility companies asking for an
3 increase in their rate.

4 We didn't see anything granting an
5 increase to Ameritech. However, after not seeing
6 that information, it's possible that we could have
7 missed seeing that information, and therefore, we
8 went ahead and paid the bill for \$72.40 whereby we
9 had been paying \$66. That's \$72.40 on the October
10 bill was paid October 18th of 1999.

11 Our next bill in November of 1999 was
12 \$274.18. We paid the \$72 and that amount was paid
13 December the 8th of 1999. In December of 1999, our
14 next bill from Ameritech was \$358.31. We paid per
15 the bill the current amount of \$71.94.

16 And I, for the record, would like to
17 indicate that the 60-some-dollars or \$72, all of
18 this is listed on Ameritech's current amount
19 portion of the bill.

20 In January of 2000, we received a bill
21 from Ameritech for \$303.52. On January the 13th,
22 we paid \$72.06. In February, the bill had went up

1 from 303.52 to 325.72. The bill had went up, what,
2 \$223, but the current amount was \$72.06, which was
3 paid February the 15th of the year 2000.

4 In March of 2000, the bill had went up
5 from \$325.73 to \$357.43. That was the Ameritech
6 billing amount, but the current amount was \$72.06
7 which was paid March 10th, 2000.

8 In April of 2000, Ameritech billing was
9 \$380.07, which was an increase from 357.43 to
10 380.07. We paid the current amount of \$72.06.

11 In May of 2000, the bill amount from
12 Ameritech had increased from \$380.07 to \$465.83.
13 We paid the current amount of \$76 and that amount
14 was paid June 5th, 2000.

15 In June of 2000, we received a bill from
16 Ameritech which, in fact, the bill had went down
17 from 465.83 to \$402.39, and that was after we had
18 made a \$76 payment on the \$465.83 bill from May.
19 The June bill had went down to \$402.39. We paid,
20 July 10th, \$72.

21 In July of the year 2000, our bill had
22 increased from \$402.39 after making a \$72 payment

1 in July -- for June, our bill had increased to
2 \$408.27, of which we paid \$72 and that amount was
3 paid July 10th of 2000.

4 In August, our bill was \$493.42. We
5 paid \$71 -- the current amount, the \$71.14 which
6 was paid August 17th of the year 2000.

7 Ameritech bills -- billed amounts to
8 Mastermind Realty from 1996 to 2000. From January
9 the 9th, 1996 to December the 4th of 1996,
10 Ameritech total billing to Mastermind Realty was
11 \$2,875.33. You take the 2,875.33, divide that by
12 12 months. Ameritech average billing to Mastermind
13 Realty has been \$239.61, and that was from January
14 through December of '96.

15 From February --

16 MR. HUTTENHOWER: I would object to the current
17 presentation for two reasons: One, Mr. Gardner
18 just appears to be reading directly from this chart
19 which --

20 MR. JAMES GARDNER: Your Honor, this
21 information that I'm reading is pertaining to the
22 information that I have on this spreadsheet.

1 Everything that's on the spreadsheet comes from the
2 bills.

3 MR. HUTTENHOWER: I also --

4 JUDGE SAINSOT: Wait a minute. Let
5 Mr. Huttenhower finish.

6 MR. HUTTENHOWER: I also object to
7 Mr. Gardner's calculation method that's presented
8 on this sheet because, in some sense, it is
9 double -- would seem to be double-counting what he
10 was billed by Ameritech.

11 If, for example, he were billed \$100 in
12 a month and he only paid \$50 of that bill and then
13 his next bill was also \$100, the next bill would be
14 150 -- would be for a total amount of \$150 because
15 it would be the \$100 of current charges and the \$50
16 of the past due --

17 JUDGE SAINSOT: Of the past due, right.

18 MR. HUTTENHOWER: And so this presentation
19 suggests that we were billing him 200 -- for
20 example, the first year, 1996, perhaps \$239 a month
21 and that would include stuff that we might bill two
22 times, three times, whatever. If he had not paid

1 the entire balance in a given month, what was
2 unpaid would carry over.

3 JUDGE SAINSOT: Okay. Your objection is noted,
4 Mr. Huttenhower.

5 And, Mr. Gardner, didn't you switch --
6 didn't you call Ameritech in '96 and request that
7 you have a block on your phone?

8 MR. JAMES GARDNER: That is correct.

9 JUDGE SAINSOT: So an average -- and it was mid
10 '96, wasn't it?

11 MR. JAMES GARDNER: Yes.

12 JUDGE SAINSOT: Okay. An average of what
13 happened in '96 is not very telling then because
14 what happened before the block averages in with
15 what --

16 MR. JAMES GARDNER: Right, and that is one of
17 the reasons why I do want to get to '97. Even
18 using their tariff that -- Mastermind Realty's
19 billing record from Ameritech, even using their
20 chart, if you want to call it a chart or service
21 record, with all the services that they said I had
22 on my Centrex line, I added it up and I believe the

1 amount is \$72.

2 JUDGE SAINSOT: Okay.

3 MR. JAMES GARDNER: \$72 a month. This is all
4 the charges that Centrex would charge me with the
5 lines being blocked. That would, in fact -- that
6 chart would, in fact, support the information that
7 I have compiled and that is presenting today for
8 1997.

9 MR. HUTTENHOWER: I guess I would again object
10 to testimony about this chart which, as I indicated
11 earlier, was a preliminary draft and I can't vouch
12 for every piece of information in it being
13 accurate.

14 MR. JAMES GARDNER: That chart was -- that
15 chart was provided to me through discovery, and
16 that chart is the only piece of information that I
17 have to go by.

18 If you have some additional information
19 someplace --

20 JUDGE SAINSOT: Well -- well, you know, just
21 because Ameritech generates a document doesn't mean
22 it's an accurate document. It means it says what

1 it says.

2 I mean, I will note, Mr. Gardner,
3 that -- for the record, that you think that \$72 a
4 month is what you ought to be billed based on
5 information that Ameritech provided you, but, you
6 know, Mr. Huttenhower is free to argue that the
7 client -- his client can generate documents that
8 are inaccurate. It happens all the time.

9 MR. JAMES GARDNER: That's why we're here.

10 JUDGE SAINSBOT: Right.

11 Okay. You can proceed, Mr. Gardner.

12 MR. JAMES GARDNER: All right. From February
13 4th of 1997 through December the 4th of 1997,
14 Ameritech's total billing to Mastermind Realty --
15 and the bills -- the copies of the bill will
16 reflect this presentation -- was \$2,187.07. Those
17 are the billing -- that's the billing amount from
18 Ameritech from February 4th, 1997 through December
19 the 4th, 1997.

20 You take the \$2,187.07 and divide that
21 by 12 months. That's an average of \$198.82. That
22 is just a clear sense of overbilling right there.

1 I don't care how you put it. One plus one is one.

2 One plus two is three.

3 Counsel just mentioned if you pay a

4 partial payment, it will be a carry-over for the

5 next month and I understand that. But when you

6 take all of your bills and you add all your bills

7 up and then you divide that amount by 12, which is

8 just pure mathematics -- something that we learned

9 in grade school, how to add and how to subtract --

10 I took all my bills and these are the bill amount

11 from Ameritech. Add up all the bills and divide it

12 by 12 months. It's only 12 months in a year. It

13 comes to an average of overbilling -- comes to an

14 average of \$198.82.

15 According to their chart that was

16 introduced into evidence, I should never had been

17 billed no more than \$72 a month since my lines was

18 blocked.

19 From January the 4th of 1998 through

20 December the 4th of 1998, Ameritech total billing

21 to Mastermind Realty, Inc., was \$5,039.97. Our

22 phone lines was blocked from outgoing calls. You

1 take \$5,039.97 and divide that by 12 months. We
2 are being billed \$419.99 a month. That's the
3 average.

4 January the 4th through -- January the
5 4th, 1999 through December the 4th, 1999,
6 Ameritech's total billing to Mastermind Realty was
7 \$4,135.76. Now, you take \$4,135.76, divide that by
8 12 months. Again, the average bill per month is
9 \$344.64. We only have three lines and they for
10 incoming calls only.

11 Ameritech has not provided me with any
12 information during the discovery period or any
13 other time to justify a payment that -- of \$344.64
14 on an average monthly bill.

15 From January the 4th of 2000 through
16 August 4th of 2000, till the time that Ameritech
17 decided to turn our phone off, which was August
18 16th of 2000, we received from Ameritech a billing
19 amount of \$3,216.66. You take \$3,216.66 and divide
20 that by the eight months that we had Ameritech
21 service. That comes to an average of \$402.08.

22 Our service was disconnected. We've

1 been out of business since August 16th of 2000,
2 because of the fact of Ameritech overbilling. The
3 chart, if you want to call it a chart from
4 Ameritech, the tariff would indicate that the line
5 service fees was \$5; the Centrex service, the total
6 amount as of September -- I believe September of
7 2000 -- September of '99 come to \$72 a month.
8 That's for the total service.

9 We have been overbilled by Ameritech
10 from '96 to the year of 2000, month of August until
11 they forced us out of business.

12 JUDGE SAINSOT: Do you have anything further,
13 Mr. Gardner?

14 MR. JAMES GARDNER: Everything else that I
15 have, your Honor, is in the pack.

16 I will be more than happy to read it for
17 the record, if you want me to, but I do have more
18 information and I can read it for the record, but
19 it is -- you have everything that I would like to
20 say.

21 JUDGE SAINSOT: Okay. What more information do
22 you have? I mean, I just want to know what it is.

1 You don't need to read it.

2 MR. JAMES GARDNER: Well, it's an accounting.
3 I just got through explaining to you the bill
4 amount that we received from Ameritech and what the
5 average per month would be based on the billing
6 from Ameritech.

7 The other information that I have is
8 pretty much what I presented earlier on the
9 spreadsheet is the amount that we paid and the
10 balances.

11 JUDGE SAINSOT: Okay. And that is also
12 provided in --

13 MR. JAMES GARDNER: Pretty much on the
14 spreadsheet.

15 JUDGE SAINSOT: -- well, and on the bills
16 themselves.

17 MR. JAMES GARDNER: And they are on the bill.

18 JUDGE SAINSOT: Okay.

19 Mr. Huttenhower, do you have any -- are
20 you offering those for admission into evidence? I
21 don't need to read accounting thing -- I don't need
22 you to read accounting things, but, I mean, are you

1 offering those? Let's start with that.

2 Do you want to add those to the

3 evidence?

4 MR. HUTTENHOWER: I believe they're already a

5 part of --

6 MR. JAMES GARDNER: If you do not have it, yes.

7 JUDGE SAINSOT: Okay. So -- okay. That's

8 fine. So we don't need to --

9 MR. JAMES GARDNER: Just to make sure.

10 JUDGE SAINSOT: Well, the spreadsheet wasn't.

11 MR. JAMES GARDNER: Well, for the record, I

12 would like to --

13 JUDGE SAINSOT: I don't think --

14 MR. JAMES GARDNER: -- add the spreadsheet as

15 of June 7th at this evidentiary hearing to the

16 Commission.

17 MR. HUTTENHOWER: I think if you look, Examiner

18 Sainsot, sort of near the beginning of his

19 packet --

20 JUDGE SAINSOT: Okay.

21 MR. HUTTENHOWER: -- there is an 8 and a half

22 by 11 version.

1 JUDGE SAINSOT: -- of the spreadsheet. Okay.

2 MR. HUTTENHOWER: I mean, you might want to

3 confirm that you have it, but in the copy he gave

4 me, it shows up in the smaller form, I think,

5 before the bills.

6 JUDGE SAINSOT: See, this is why we ask that

7 you mark them.

8 MR. JAMES GARDNER: It would be in the

9 beginning of the pack.

10 JUDGE SAINSOT: For the bills? Well, the bills

11 are --

12 MR. HUTTENHOWER: I don't know. Probably about

13 eight or ten sheets in, I would predict.

14 JUDGE SAINSOT: Oh, okay. So I'm way too far.

15 Oh, is this it?

16 MR. JAMES GARDNER: No, that's not the

17 spreadsheet.

18 JUDGE SAINSOT: Oh, here we go.

19 MR. JAMES GARDNER: This is the spreadsheet.

20 JUDGE SAINSOT: Okay. And we also have your

21 accounting here early on.

22 MR. JAMES GARDNER: You have the accounting.

1 JUDGE SAINSOT: Yeah, okay. So those are
2 already entered into evidence.

3 Do you have anything further,
4 Mr. Gardner?

5 MR. JAMES GARDNER: No.

6 JUDGE SAINSOT: Okay. Would you like to rest
7 or I can also offer you the option -- it's almost
8 noon. We break for lunch regardless -- of coming
9 back afternoon -- and don't read anything into this
10 other than the fact that people get tired after
11 testifying for a few hours and I appreciate that.

12 If we break for lunch and you come back
13 and you still want to testify about something. You
14 want to proceed that way?

15 MR. JAMES GARDNER: That's fine with me.

16 JUDGE SAINSOT: Okay.

17 MR. HUTTENHOWER: If it helps at all, I would
18 anticipate a relatively brief cross-examination of
19 Mr. Gardner, you know, 20 minutes or so. So...

20 JUDGE SAINSOT: Okay. But we are going to
21 break for lunch.

22 It's quarter to 12:00. Can we be back

1 here at quarter to 1:00?

2 MR. HUTTENHOWER: That would be fine.

3 JUDGE SAINSOT: Okay.

4 (Whereupon, a luncheon

5 recess was taken to resume

6 at 12:45 p.m.)

7 AFTERNOON SESSION: 12:45 P.M.

8 JUDGE SAINSOT: Okay. We'll go back on the

9 record.

10 Okay, Mr. Gardner. Do you have anything

11 further for your direct testimony?

12 MR. JAMES GARDNER: (Shaking head.)

13 JUDGE SAINSOT: Okay. Mr. Huttenhower?

14 MR. HUTTENHOWER: All right. Mr. Gardner, I

15 just have questions on a couple topics.

16 CROSS-EXAMINATION

17 BY

18 MR. HUTTENHOWER:

19 Q. First, as a point of clarification, did you

20 ever sign a written contract with Ameritech for

21 your Centrex service?

22 A. I don't recall.

1 Q. Okay. Now, along those lines, you had
2 testified earlier that you'd had a conversation
3 with someone at Ameritech about the rate you would
4 pay in the future for your telephone service?

5 A. That is correct.

6 Q. Do you recall when that conversation
7 occurred?

8 A. It was in 1996.

9 Q. Okay. Any more specific time? What month
10 perhaps?

11 A. It was -- I want to say it's between
12 June -- I believe it was around June. That was
13 around the first time I requested the blockage. So
14 it's between June and October.

15 Q. Okay. Do you recall with whom you spoke?

16 A. With whom?

17 Q. Whoever it was that made this
18 representation to you about the cost of your
19 service.

20 A. I believe -- I believe it was -- the
21 gentleman identified himself as Dave.

22 Q. Okay. So you had a conversation with Dave

1 at Ameritech sometime between June and October
2 of '96?

3 A. I believe that's correct.

4 Q. Do you know where Dave was located?

5 Did he say, I'm, you know, in the
6 Chicago office or some other office of Ameritech?

7 A. No.

8 Q. Okay. Did Dave tell you what position he
9 held with the company?

10 A. I don't believe he did.

11 When I talked to Dave, I talked to
12 several people -- seven, I believe -- seven people.
13 And those seven people are the ones that I
14 indicated in my October 15th letter to the manager.

15 I kept getting switched around from one
16 person to another person, from that person to
17 another person to that person.

18 So, finally, when I got with Dave, he --
19 it could have been Dave or Claude, because Claude
20 gave me an order number and I think I provided you
21 with that order number, and that order number is
22 also in the October 15th, 1996 letter. And that

1 order number was pertaining to the blockage of the
2 telephone lines. Claude took the order and said,
3 Okay. Your lines will be blocked.

4 Q. Okay.

5 A. Yeah.

6 Q. But, I guess, you didn't know what position
7 Dave had or whoever it is you talked to about this
8 agreement about the cost of service?

9 A. No, the only thing I know is that it was a
10 representative of Ameritech.

11 Q. All right. Now, I guess I want to
12 understand exactly what you believe this agreement
13 to be.

14 Now, what was the month -- it was a
15 monthly dollar figure you were to pay?

16 A. That is correct.

17 Q. What was that figure?

18 A. I believe -- I believe it was \$52.52 a
19 month. It was -- it was in the low 50s. Now, that
20 was -- that was for the service charge.

21 And I distinctly remember telling the
22 person that I talked to, Well, I can live with

1 that, thank God. I can now budget myself.

2 Now, let me ask you, what would be the

3 reason --

4 JUDGE SAINSOT: No, no. You cannot ask --

5 THE WITNESS: No, I'm not asking him. The

6 person that I was talking to --

7 JUDGE SAINSOT: Oh, okay.

8 THE WITNESS: -- at Ameritech.

9 MR. HUTTENHOWER: I guess the --

10 THE WITNESS: So let me ask you -- this is the

11 person I was talking to at Ameritech.

12 JUDGE SAINSOT: Okay. Mr. Huttenhower, you

13 have an objection?

14 MR. HUTTENHOWER: My question was simply what

15 the dollar amount was.

16 I believe Mr. Gardner has answered the

17 question, and I'm fearful that we may be going into

18 some hearsay discussion.

19 JUDGE SAINSOT: Right. Right. Just answer the

20 question, Mr. Gardner.

21 Okay.

22 BY MR. HUTTENHOWER:

1 Q. So it was \$52.52 a month.

2 Was that charge to include taxes?

3 A. No.

4 Q. Okay. Was it to include --

5 A. I don't believe so.

6 Q. Okay. Was it to include any other sort of
7 government-related charge? Like, if the charge is
8 assessed, say, for a 911 system in your community
9 and the government or, you know, Village of Maywood
10 says, you know, Ameritech for the 911 -- to operate
11 the 911 system, we need you to charge your
12 customer X?

13 A. That -- to my understanding, that was not
14 discussed, mainly, because I did not have outgoing
15 calls.

16 I could not make a 911 call from my
17 lines because the lines was blocked. I couldn't
18 even call the operator.

19 Q. Okay. So you don't know one way or the
20 other about 911, whether that -- this \$52.52 figure
21 would have included a charge for 911?

22 A. I believe the \$52 fee was for the line

1 charges and the service.

2 Q. Okay. When you say "line charges," what --
3 what does that term mean to you?

4 A. Well, I had three lines -- he kind of
5 explained to me. I had three lines.

6 So I explained to the person that I
7 talked to at Ameritech, what's the bottom line?
8 How much would I have to pay per month? Then he
9 gave me -- I believe it was 52.52. Now, you will
10 have to pay your taxes and you'll have to pay the
11 line charge.

12 So when I got the bill for, I think,
13 \$60, that amount, I believe, included the taxes and
14 the service fee.

15 Q. Okay. When -- I'm sorry. Are you
16 finished?

17 A. And that is why the bill continued to be
18 around that amount.

19 Q. Okay. Now, when you say service fees, what
20 does that mean to you?

21 I'm not sure I understand what that
22 charge would be.

1 A. Well, Counselor, there's a lot of things
2 that I didn't understand in regards to Ameritech
3 bill. I do understand the fact that what I was
4 informed over the phone that I would have to pay
5 per month.

6 Q. Mr. Gardner, you said that in your direct
7 testimony, as I recall, that, you know, you were
8 offered -- you were going to pay this \$52 fee per
9 month, but that taxes would be on top of that. And
10 I believe you also said that service charges or
11 service fees would be on top of that, and I'm
12 trying to understand what you understood service
13 fees to be.

14 A. For the use of the line.

15 Q. But I --

16 A. And I think according to the tariff, that
17 came to \$5 per line.

18 Q. All right. Mr. Gardner, let me show you --
19 or do you still have your pile of bills at hand?

20 I could show you one from your pile of
21 bills or if you have your own copy, I can tell you
22 which bill I'm interested in. If you could pull

1 out, for example, the April 1997 bill. And for
2 purposes of the record, I believe that the April
3 1997 bill would be part of Group Exhibit A, No. 11.

4 Okay. Mr. Gardner, you have the April
5 1997 Ameritech bill in front of you?

6 A. Yes.

7 Q. If you could look on the first page of that
8 bill, there's an entry under the Ameritech part of
9 the bill summary for monthly service.

10 A. Right.

11 Q. How much were you charged on that bill for
12 monthly service from Ameritech?

13 A. 52.52.

14 Q. And what are the other two line -- what is
15 the description of the other two line items under
16 the Ameritech portion of that bill?

17 A. Local and state additional charges,
18 whatever that is, \$4.47.

19 Q. And the other, the item below that?

20 A. The other one is taxes, federal and
21 Illinois taxes, \$4.21.

22 Q. All right.

1 A. Ameritech current charges, \$61.20.

2 Q. All right. If you could turn with me to

3 Page 3 of this bill.

4 A. Hm-hmm.

5 Q. And Page 3 is, I guess, more detailed

6 information about the Ameritech portion of the

7 bill.

8 A. Okay.

9 Q. And -- okay. The total monthly service

10 charges on Page 3 is what?

11 A. \$40.13.

12 Q. Well, there's -- that's not the total

13 monthly service charges. That's described as

14 monthly service.

15 A. Okay.

16 Q. And then there's --

17 A. Mandatory charge per FCC order -- I have no

18 idea what that is, but it's \$12.39.

19 Q. And --

20 A. Total monthly service charge was 52.52.

21 Q. All right. And then under the state -- and

22 so, Mr. Gardner, am I to understand that these two

1 charges, the monthly service of 40.13 and the
2 mandatory charge per FCC order of \$12.39, those are
3 charges that you felt were included with this
4 agreement -- in this agreement with Ameritech?

5 A. Well, I suppose they are. These -- you
6 know, this is what's on the bill. This is what we
7 discussed per Dave or Claude, whoever I talked with
8 at Ameritech.

9 The total bill which was in the range of
10 which I was told --

11 JUDGE SAINOT: Mr. Gardner, just answer the
12 question, which you already have; but for the
13 future, just answer the question.

14 BY MR. HUTTENHOWER:

15 Q. All right. And the line item for -- line
16 items for taxes near the bottom of Page 3, that --
17 you also agree that -- part of your agreement with
18 Ameritech was that, you know, the taxes would be
19 extra on top of whatever -- whatever your monthly
20 service was, correct?

21 A. Yes.

22 Q. Okay. So, in some sense, the tax amounts

1 are not something you're disputing here?

2 A. It depends on being taxed on what.

3 Being taxed on the 52.52? I have no
4 problem with that.

5 Q. All right. Now, let's look under the
6 middle set of charges that are entitled state and
7 local additional charges.

8 The first item there is 911 emergency
9 system billed for local government. Is that a
10 charge that you claim was part of your agreement or
11 is this a charge that you're disputing?

12 A. Bill for local government, \$1.70? I'm
13 concerned about all the charges more than 61.20,
14 all the charges over the \$61.

15 I didn't get into the detail amount. My
16 bottom line was as long as my bill is \$61, fine.
17 I'll pay it. But if it's more than \$61, I don't
18 care if you got 30,000 things added, if it came to
19 \$61 of which we had talked about over the phone,
20 that's fine, I'll pay the bill.

21 Q. All right. So is it your testimony then
22 that the charges on this April -- on Page 3 of this

1 April '97 Ameritech bill, which are the Ameritech
2 charges for that bill of \$61.20, that those charges
3 are correct?

4 A. I don't know if they're correct or not.

5 Q. Are you disputing those charges,
6 Mr. Gardner?

7 JUDGE SAINSOT: This isn't a trick question,
8 Mr. Gardner. He's just trying to elicit what
9 you're contesting.

10 And I think you already answered that
11 question; but for clarification, Mr. Gardner, what
12 portions of this bill are you disputing?

13 MR. HUTTENHOWER: Or Page 3 of this bill, if I
14 may.

15 JUDGE SAINSOT: Right. Page 3.

16 THE WITNESS: Well, to tell you the truth, the
17 911 emergency system bill for local government,
18 \$1.70, I -- that could be disputed, as far as I'm
19 concerned.

20 I have no information through the
21 discovery from Ameritech, I don't believe, to
22 indicate that there's \$1.70 charge. I also don't

1 have anything from Ameritech through the delivery
2 (sic) process to show that I'm paying two cents for
3 a telecommunication relay services that's only two
4 cents, but I have nothing through the discovery
5 process to show me why I'm paying two cents on an
6 \$52.52 total monthly service charge.

7 I have nothing through the discovery
8 process to show why I'm paying four cents for state
9 additional charges and the municipal additional
10 charges of \$2.71.

11 So --

12 MR. HUTTENHOWER: I would move to strike those
13 portions of his answer which are finding fault with
14 Ameri- -- apparently, finding fault with
15 Ameritech's responses to discovery.

16 I believe information about some, if not
17 all, of those charges were provided to Mr. Gardner
18 through discovery.

19 BY MR. HUTTENHOWER:

20 Q. Now, Mr. Gardner, you had this agreement
21 with Ameritech with Dave or Claude, and this
22 agreement was important to you in terms of, you

1 know, planning your -- you know, your expenses for
2 your business in the future, wasn't it?

3 A. That is correct, sir.

4 Q. Now, did you ever write down any notes
5 about this agreement? Did you -- did you write
6 down any notes about the agreement at the time?

7 A. No, I did not.

8 Q. Did you ever send anyone at Ameritech a
9 letter about this agreement?

10 A. The first letter I sent, Counselor, was
11 October the 15th, was -- and that was to get the
12 blockage on my line. That was several times that I
13 would complain about my bill and inform the
14 individuals that I was talking with at Ameritech
15 what the agreement was.

16 I felt that Ameritech would be fair and
17 honest and they would --

18 JUDGE SAINSOT: Mr. Gardner, just answer the
19 question.

20 BY MR. HUTTENHOWER:

21 Q. The question I believe I asked was, did you
22 ever send Ameritech a letter about the terms of

1 this agreement you had reached with Dave or Claude?

2 A. I don't recall sending the letter in
3 regards to the amount, no.

4 Q. All right.

5 Now, the one other topic I want to ask
6 you to do, if you could again get in your pile of
7 bills.

8 A. Hm-hmm.

9 Q. And I guess find the -- flip to the January
10 of 1999 bill.

11 Okay. Why don't you just flip the pile
12 open to. And I hope you'll indulge me a little
13 bit, Mr. Gardner, because I'm going to make you do
14 a little -- a little work.

15 Okay. Do you have the January 1999 bill
16 in front of you?

17 A. I do.

18 Q. Okay. And I see that next to you, you have
19 a yellow legal pad and a pen?

20 A. Hm-hmm.

21 Q. And what I would like you to do is tell me
22 on the bill where it says, "Ameritech current

1 charges," how much that is?

2 A. 76.05.

3 Q. Could you write that down on your yellow
4 pad?

5 A. Hm-hmm.

6 Q. And if you want, you can mark that it's
7 January.

8 Okay. When you're ready, let's look at
9 the February 1999 bill.

10 A. Hm-hmm.

11 Q. What is the total Ameritech current charges
12 on that bill?

13 A. \$76.47.

14 Q. Could you also write that down for me.

15 Now, when you're ready, let's look at
16 the March bill.

17 A. Okay.

18 Q. What is the Ameritech current charges on
19 that bill?

20 A. 79.23.

21 Q. Would you be kind enough to write that one
22 down.

1 And when you're ready, let 's do the same
2 thing for the April '99 bill. And how much is that
3 one?

4 A. 62.24.

5 Q. If you could write that down, I'd
6 appreciate it.

7 JUDGE SAINSOT: I have a question that maybe
8 you could answer quickly. I don't mean to take you
9 both away from that, but what is this Federal
10 Transtel that appears on just about everything, the
11 \$30 charge every month?

12 MR. HUTTENHOWER: That's an issue that we would
13 be addressing -- we can address in our case. I
14 don't know if Mr. Gardner's able to answer that
15 question or not.

16 JUDGE SAINSOT: Well, if you know, Mr. Gardner,
17 what is this \$30 charge that appears on just about
18 every bill I've seen, federal trans--

19 THE WITNESS: Well, I inquired about that
20 myself several times. Ameritech did apologize
21 after several complaints about that -- those
22 charges.

1 JUDGE SAINSOT: Well, what is it?

2 THE WITNESS: This is an outside company that

3 Ameritech bills for this particular company.

4 JUDGE SAINSOT: What do they do?

5 THE WITNESS: I don't know what they do. I

6 don't know if it's Internet provider or long

7 distance. I don't know what they do.

8 I know it was appearing on my bill and

9 Ameritech finally took it off.

10 JUDGE SAINSOT: Okay. You can proceed,

11 Mr. Huttenhower.

12 BY MR. HUTTENHOWER:

13 Q. Okay. I'm sorry. What month were we in?

14 JUDGE SAINSOT: I think February.

15 THE WITNESS: No, we're in May.

16 JUDGE SAINSOT: May.

17 BY MR. HUTTENHOWER:

18 Q. All right. If you could look at the May --

19 I'm sorry, the May '99 bill.

20 And what is the total of Ameritech

21 current charges on your May '99 bill?

22 A. 77.24.

1 Q. All right. Since the Hearing Examiner
2 asked about the subject, if you could turn to the
3 second page of your May '99 bill, do you see in the
4 middle of that bill a section of detail of payments
5 and adjustments?

6 A. I do.

7 Q. Are there some credits that were posted to
8 your account in this month?

9 A. Yes.

10 Q. As best as you can tell, what was the
11 source of these credits?

12 A. I wish I knew. However, I was happy to get
13 the credits because I knew nothing about these long
14 distance calls. Our telephone lines was blocked
15 from outgoing calls and I suppose that's why --
16 after numerous complaints, that's why Ameritech
17 finally gave us the credit.

18 Q. Mr. Gardner, what's the total amount of the
19 credit that you received on your May 1999 bill, if
20 you can read what it says?

21 A. I believe it's 359.90.

22 Q. Okay. Let's move on to the June '99 bill,

1 which we changed our billing format.

2 So on the first page on the left -hand
3 side, what's the total for Ameritech local service
4 on the June 1999 bill?

5 A. Ameritech's current charges?

6 Q. Ameritech local service. It's either --
7 you can -- how about the bottom?

8 A. Ameritech local service. Okay. Total
9 monthly service is 65.09.

10 Q. I'm sorry. Why don't you look at the
11 bottom right-hand corner of the first page where it
12 says, "Total Ameritech local service charges." The
13 bottom right.

14 A. Well, the bottom, we got 76.22 --

15 Q. Okay.

16 A. -- total Ameritech local service.

17 Q. Okay. Could you write that number down on
18 the list?

19 A. Now, we're looking at -- two.

20 Q. Just -- I'm asking --

21 A. Total Ameritech local service charges.

22 Q. 76.22?

1 A. 76.22.

2 Q. All right. Write that one down. Let's go

3 to July.

4 A. That's in --

5 Q. June --

6 A. -- June.

7 Q. -- of '99.

8 A. Okay.

9 Q. Look in the same place on your July '99

10 bill.

11 A. Hm-hmm. 76.22.

12 Q. If you can write that down?

13 A. Hm-hmm.

14 Q. How about your August '99 bill, what number

15 do you see for total Ameritech local service

16 charges?

17 A. 76.50.

18 Q. If you could write that down.

19 Now, on your September 1999 bill -- I'm

20 sorry. You seem to have flipped to the October

21 bill.

22 A. September? 76.36.

1 Q. If you could write that down, I'd

2 appreciate it.

3 Okay. Let's look at the October '99

4 bill.

5 A. Hm-hmm.

6 Q. This one is a little more complicated. We

7 actually don't get a total charge until the bottom

8 of the left-hand side of the second page.

9 A. 84.33.

10 Q. Thank you. If you could write that down.

11 JUDGE SAINSOT: I apparently don't have the

12 October of '99 bill. It's not --

13 THE WITNESS: You don't?

14 JUDGE SAINSOT: I don't think so. I have

15 November and December.

16 THE WITNESS: You do now.

17 JUDGE SAINSOT: Okay. I will look at it, but

18 this is not part of the evidence.

19 MR. HUTTENHOWER: I actually think what you

20 have in your hand may be it. No, I'm sorry. What

21 you had in your other hand.

22 JUDGE SAINSOT: In my other hand?

1 MR. HUTTENHOWER: Well, you've let go of it.

2 JUDGE SAINSOT: Oh. Okay. Never mind.

3 THE WITNESS: You have it?

4 JUDGE SAINSOT: I do have it. Thank you.

5 MR. HUTTENHOWER: Sorry for the confusion.

6 JUDGE SAINSOT: No, I think the staples got

7 stuck together.

8 BY MR. HUTTENHOWER:

9 Q. Okay. Mr. Gardner, did you write down the

10 number for October then?

11 A. Yes.

12 Q. Okay. Let's look at the November bill

13 then. And what's the -- again, the total Ameritech

14 local service charges doesn't appear until the top

15 of Page 2?

16 A. 83.31.

17 Q. All right. And then, finally, the December

18 '99 bill, and, again, the total Ameritech local

19 service charges does not appear until the second

20 page. And how much is that?

21 A. 82.44.

22 Q. Okay. If you could write that down.

1 Now, I have a calculator here,
2 Mr. Gardner. And if you didn't mind adding up the
3 numbers in your column, I'd -- if we can get the
4 calculator away?
5 MS. BROOKS: Sorry.
6 BY MR. HUTTENHOWER:
7 Q. That's all right. If you could be kind
8 enough to add up those numbers, what total do you
9 come up with?
10 A. 926.61.
11 Q. Okay. All right. Well, I guess I'll
12 accept that subject to us checking the math.
13 And if you could divide that by 12, what
14 number do you come up with?
15 A. 77.21.
16 Q. Now, Mr. Gardner, would you agree that that
17 would be the average in 1999 that Ameritech charged
18 you for local service charges?
19 JUDGE SAINSOT: Yes or no, Mr. Gardner?
20 THE WITNESS: No.
21 JUDGE SAINSOT: Okay. You can proceed,
22 Mr. Huttenhower.

1 THE WITNESS: But --

2 JUDGE SAINSOT: No. Mr. Gardner, you will have

3 a chance to rebut that.

4 MR. HUTTENHOWER: All right, Mr. Gardner.

5 I think I have no further questions for

6 you.

7 JUDGE SAINSOT: Okay, Mr. Gardner. Rebuttal

8 testimony?

9 MR. JAMES GARDNER: Counselor, we'll go over

10 the same bills here that you just went over and I'm

11 going to put you to work.

12 MR. HUTTENHOWER: I'm --

13 JUDGE SAINSOT: No, you can't put him to work.

14 He's a lawyer. He just presents evidence.

15 I mean, you can ask him to help you mark

16 exhibits or something, but --

17 MR. JAMES GARDNER: Okay. Well, will you help

18 me mark some exhibits here?

19 JUDGE SAINSOT: Well, no. Those are already

20 entered into evidence, but you can't -- he's.

21 MR. JAMES GARDNER: What I'm trying to do, what

22 I'm trying to establish here, he have given me some

1 numbers dealing with local service amounts. What I
2 would like to do is -- for the record, is introduce
3 the bill amount, the total bill amount.

4 JUDGE SAINSOT: But you've already done that,
5 Mr. Gardner. And the total bill amount is not the
6 same thing as the Ameritech charges.

7 And you -- I mean, they are what they
8 are. There are other charges on these bills.

9 MR. JAMES GARDNER: Yeah, there are other
10 charges on the bill. And the total bill due, I
11 mean, counselor had me take a look at January of
12 1999, okay?

13 January of 1999, I'm looking at a bill
14 for Ameritech local service current charges of
15 76.05. I'm looking at a total amount due of
16 457.41.

17 JUDGE SAINSOT: Hold on. Let me look at that
18 bill for a sec.

19 January of 1999?

20 MR. JAMES GARDNER: Right.

21 JUDGE SAINSOT: Well, most of that was past
22 due, according to what I'm looking at.

1 MR. JAMES GARDNER: Well, that's the problem.

2 JUDGE SAINOT: But I mean -- and, for the
3 record, when I say there are other charges, a lot
4 of these bills had -- the reflection that I've seen
5 so far has been the difference between the numbers
6 you use and the numbers Mr. Huttenhower uses are
7 usually a huge -- or not huge, but a large previous
8 balance.

9 MR. JAMES GARDNER: Well, see, in that case,
10 the problem should not have been a -- all of our
11 bills was paid per the agreement.

12 The bill amount from Ameritech, the
13 total amount due has always been very high without
14 a reason as to why.

15 Like I said earlier, your Honor, I don't
16 care how you look at it, two plus two is four. I
17 mean, it's just simple math. Five plus five is
18 ten.

19 We paid the 61.20 each and every year
20 for the 12 months. We began to pay 70 -some dollars
21 a month because we thought there may be an increase
22 in service charge. There may be an increase in

1 taxes. You know, we paid those amounts.

2 The bill amount is -- for January is
3 457.41. Counselor has not pointed out to this
4 court or this hearing why the bill is 457.41. He's
5 showing me what the Ameritech local service current
6 charges are. He haven't shown the Court why they
7 billed me for 457.41 and that's why we're here.

8 JUDGE SAINSOT: For the record, Mr. Gardner,
9 it's your burden to establish that that's
10 incorrect. And, for the record, we have the
11 December -- we have the previous bills. The
12 previous bills say what they say.

13 MR. JAMES GARDNER: And that is correct. And
14 the previous bills may say that it's for 457.41.
15 That doesn't mean that we owe 457.41 because they
16 bill us for 457.41.

17 I have established that we have made
18 payments of \$61.20 for 13 months. That was the
19 agreement.

20 JUDGE SAINSOT: Anything further?

21 Do you have any other witnesses?

22 Do you have any other evidence,

1 Mr. Gardner?

2 You want to take a five-minute break and

3 think about it? Lawyers do that.

4 MR. JAMES GARDNER: No, Counselor brought

5 witnesses. I would like to get some information

6 from his witnesses.

7 JUDGE SAINSOT: Well, you can do that,

8 Mr. Gardner. You can have them testify.

9 Do you know who these people are and

10 what their positions are at Ameritech?

11 MR. JAMES GARDNER: No, that's what I would

12 like to find out.

13 JUDGE SAINSOT: I'm going to give you five

14 minutes to talk to --

15 MR. JAMES GARDNER: Can we do this on the

16 record?

17 JUDGE SAINSOT: Well, certainly. We'll do it

18 all on the record, but wouldn't you like to at

19 least know their names and what they are at

20 Ameritech before -- what they do at Ameritech?

21 That, you don't need me for.

22 I'm giving you a chance -- a brief

1 chance to prepare yourself a little bit privately
2 or without me in the room. That's all.

3 MR. JAMES GARDNER: Your Honor, it doesn't
4 matter. As far as you being in the room, it
5 doesn't matter to me. I mean, the questions that I
6 have -- I just -- you know, I'm a fair person.
7 I'm an honest person. I do not have -- have not --

8 JUDGE SAINSOT: Well, everyone needs to be
9 prepared for this situation. It has nothing to do
10 with fair and honesty. It has to do with thinking
11 things through. That's all I'm trying to do is
12 give you an opportunity to help you think things
13 through. We lawyers need those opportunities all
14 the time. That's all I'm trying to do,
15 Mr. Gardner.

16 So if you don't want a break, that's
17 fine.

18 MR. HUTTENHOWER: Am I to understand that
19 Mr. Gardner will be questioning my -- questioning
20 my witnesses in advance of my putting them on?

21 JUDGE SAINSOT: Well, I suppose we can -- do
22 you have a problem with that, Mr. Huttenhower?

1 MR. HUTTENHOWER: No. I guess I would be
2 concerned that , you know, I had brought these
3 witnesses here to testify about particular
4 subjects. And I'm not sure whether Mr. --
5 Mr. Gardner might be getting into areas beyond
6 their expertise. I cannot say.

7 JUDGE SAINSOT: Well, you know, that's one
8 reason why, you know, I wanted to call a break. I
9 mean, at least you can know their job titles, you
10 know. It helps.

11 MR. JAMES GARDNER: Well, before we call the
12 witnesses, can I cross-examine the attorney?

13 JUDGE SAINSOT: No, absolutely not.

14 MR. HUTTENHOWER: Thank you.

15 MR. JAMES GARDNER: Can I ask him any
16 questions?

17 JUDGE SAINSOT: No. You can ask him things
18 informally between yourselves, but, no, you cannot
19 have the attorney testify. No attorney's
20 testifying in my courtroom, thank you, not unless
21 they're witnesses.

22 All right. Again, so for the record,

1 Mr. Gardner, you want a break; you don't want a
2 break? What's the story?

3 MR. JAMES GARDNER: No, I don't need a break.

4 JUDGE SAINSOT: Okay. Call your next witness.

5 MR. JAMES GARDNER: Can't call the attorney?

6 JUDGE SAINSOT: Absolute not.

7 MR. JAMES GARDNER: Absolutely not. Okay.

8 Well, Wanda L. Brooks, you are the
9 witness for Ameritech; is that correct?

10 MS. BROOKS: Yes.

11 JUDGE SAINSOT: Wait. Before we proceed any
12 further.

13 (Witness sworn.)

14 JUDGE SAINSOT: Okay. You can proceed.

15 MR. JAMES GARDNER: Thank you.

16 WANDA L. BROOKS
17 called as a witness herein, having been first duly
18 sworn, was examined and testified as follows:

19 CROSS-EXAMINATION

20 BY

21 MR. JAMES GARDNER:

22 Q. Ms. Brooks, how long have you been working

1 at Ameritech?

2 A. 22 and a half years.

3 Q. And what is your job function at Ameritech?

4 A. I'm a customer advocate in the billing
5 office.

6 Q. And will you kind of explain that position?

7 A. We deal with business customers, their
8 bills, explaining their billings, going over it and
9 investigating bills.

10 Q. And out of your 22 years, have you ever had
11 any dealings with any businesses whereby the lines
12 was requested to be blocked from any of your
13 business customers?

14 A. That's not a request we would get in the
15 billing office.

16 Q. So that's not a request --

17 A. No, that would be an order.

18 JUDGE SAINSOT: Let her finish.

19 THE WITNESS: That would be -- you would speak
20 with a representative to place his orders.

21 BY MR. JAMES GARDNER:

22 Q. So I hear you saying that in your

1 position -- your 22 years in your position at
2 Ameritech, the blocking and the charging of lines,
3 once they have been blocked, you have nothing to do
4 with that?

5 A. That's -- no, I do not block -- put a
6 blockage on, which was your first question.

7 Q. Right.

8 A. Once it's on there, if there is a billing
9 issue with your account, you would speak with our
10 office.

11 Q. Once there's a block on the lines and if
12 there's a billing issue?

13 A. There is two separate things.

14 Q. Okay. If there's a billing issue, then
15 they would -- that customer would speak with your
16 office?

17 A. Hm-hmm.

18 Q. Okay. And once a line is blocked, do you
19 have any information in your office that you can
20 provide to your customers as to how much their
21 bills should be --

22 A. No.

1 Q. -- for a line blockage?

2 A. There is -- my understanding, there's no

3 charge for a line blockage.

4 Q. Well, once the line has been blocked, that

5 customer is still billed through Ameritech, right?

6 A. For the service.

7 Q. For the service?

8 A. Hm-hmm.

9 Q. Okay. Does that service fee go up or down?

10 A. It can change.

11 Q. It can change?

12 A. Hm-hmm.

13 Q. Depending on?

14 A. Rate increases, federal-mandated charges

15 being added; whether the customer makes any changes

16 in the service.

17 It differs customer to customer. It's

18 not one set fee for every customer, depending on

19 their service that they have.

20 Q. Well, out of your 22 years, I'm sure since

21 you have dealt with line blockage from your

22 customers, you have an idea how much they pay per

1 line?

2 A. It differs, sir. It differs because --
3 just because they have a line blockage, it does not
4 mean that they don't have call forwarding.

5 Q. Okay.

6 A. It can differ. There's no set fee that a
7 customer would pay.

8 Q. What if they just had the basic -- they
9 don't have line --

10 A. It depends on the service. You know,
11 Centrex, ISDN, DID. It depends. So there's no set
12 fee.

13 Q. So there's no set fee?

14 A. No.

15 Q. The lowest amount that you have seen --

16 A. I have no idea.

17 Q. The lowest amount that you have seen since
18 you've been working there, can you tell us what
19 that amount has been?

20 A. No, I cannot. No. Because, again, it
21 depends on the customer's service.

22 Q. So you're saying that you've been there 22

1 years and you have no recollection of what's the
2 lowest amount on a line blockage?

3 A. There is no charge, sir, for line blockage.

4 Q. You mean as far as the bill amount?

5 A. There's no bill amount to have line
6 blockage. And then --

7 Q. I'm not saying --

8 A. The amount of the customer's bill will
9 depend on that specific customer and what services
10 they have.

11 Q. Okay.

12 A. They might have regular phone service and
13 you have Centrex. It's going to differ.

14 Q. Okay. All right. I'm not asking you what
15 is the cost to block a line. I'm asking you once a
16 line has been blocked -- and there's no cost for
17 that; is this your testimony? There's no cost for
18 that, right?

19 A. Right.

20 Q. But there is a cost for what?

21 A. I'm not sure I'm understanding.

22 JUDGE SAINSOT: Yeah, I think you need to

1 rephrase your question, Mr. Gardner.

2 BY MR. JAMES GARDNER:

3 Q. Ameritech charge -- once a line has been
4 blocked, do you have to pay Ameritech any money?

5 A. Of course.

6 Q. Does the customer have to pay Ameritech any
7 money?

8 A. To have use of the line, yes.

9 Q. To have use of their line?

10 A. Hm-hmm.

11 Q. Okay. And there are other fees associated
12 with the use of that line?

13 A. Hm-hmm.

14 Q. But -- and those fees that's associated
15 with that line that's blocked are what?

16 A. Are we speaking about a specific area?
17 Because they do differ from area to area.

18 Q. Well, let's say Cook County.

19 A. Again, are we speaking only of Maywood?

20 Q. Well, let's say Maywood. Is there a
21 difference between Maywood and Broadview?

22 A. It could be.

1 Q. It could be?

2 A. Right. Depending upon what contract
3 Broadview or Maywood has for their 911.

4 Q. All right. To save time, we're talking
5 about Maywood. Let's just say Maywood.

6 A. I would need to look up Maywood.

7 Sir, I handle all five states. I don't
8 try to handle anything off the top of my head.

9 Q. All right. Do you know anything about
10 Broadview -- or what state -- you state of
11 Illinois.

12 Do you know of any business within the
13 state of Illinois --

14 A. Hm-hmm.

15 Q. -- that has a blockage on their business
16 line from outgoing calls?

17 A. I'm sure they're out there, you know.

18 Q. Do you know of any? You've been there 22
19 years.

20 A. And I've handled over a million customers.
21 I don't try to remember them. I'm not --

22 Q. I'm not asking you to be specific as to

1 which ones.

2 A. Well, you. You have a blockage, yes.

3 Q. And I'm the only one that you remember?

4 A. At the moment, yes.

5 Q. You know of no other customers in your 22
6 years that has a blockage on their line?

7 JUDGE SAINSOT: That's not what her testimony
8 was, Mr. Gardner. She just said she couldn't
9 remember off the top of her head.

10 MR. HUTTENHOWER: I would have to object to
11 this continued questioning. He's asked the same
12 question of the witness several times already. I
13 believe she's answered as best she can.

14 It would perhaps be better if
15 Mr. Gardner moved on to another subject.

16 JUDGE SAINSOT: I agree. Mr. Gardner, move on.

17 BY MR. JAMES GARDNER:

18 Q. You did testify that you deal with the
19 billing once a line has been blocked?

20 A. Hm-hmm.

21 Q. And it's my understanding that you have
22 informed the Court that you've been employed at

1 Ameritech for 22 years?

2 JUDGE SAINSOT: Actually, I'm not sure she has.

3 Did you say that when you were first

4 sworn in?

5 THE WITNESS: Hm-hmm. Yeah.

6 JUDGE SAINSOT: Okay. So then she has.

7 BY MR. JAMES GARDNER:

8 Q. So you did testify that you've been at

9 Ameritech for 22 years and you have been in

10 billing -- you have worked in billing during the 22

11 years?

12 A. No.

13 Q. How long have you worked in billing?

14 A. For -- since 1995. Six years.

15 Q. Since 1995?

16 A. Hm-hmm.

17 Q. Okay. When did you first learn about the

18 problem that Ameritech -- when did you first learn

19 about the problem that Mastermind Realty in Maywood

20 was having with Ameritech in regards to the

21 billing?

22 MR. HUTTENHOWER: I object to the extent that

1 this might call for or might elicit privileged
2 information from the witness.

3 Mr. Gardner's question is simply when.
4 And if you can remember when, that would be
5 perfectly fine to answer.

6 THE WITNESS: It would be an approximate date,
7 anyway. I don't remember the exact date in April.

8 BY MR. JAMES GARDNER:

9 Q. April of this year?

10 A. Yes.

11 Q. Prior to April, you knew nothing about the
12 billing problem of Mastermind Realty and Ameritech;
13 that's what you're saying?

14 A. Correct.

15 Q. Okay. And who told you about the problem
16 between Mastermind Realty and Ameritech?

17 JUDGE SAINSOT: Hold on.

18 Mr. Huttenhower?

19 MR. HUTTENHOWER: I would object again to the
20 extent that this would be potentially going into
21 privileged information.

22 I'm also not sure how this is relevant

1 to Mr. Gardner's claims.

2 JUDGE SAINOT: Yeah, if it's April this year,
3 Mr. Gardner, how is that relative?

4 MR. JAMES GARDNER: It's relevant to the claims
5 because the -- she started there in 1995. I wrote
6 a letter in 1996. I've made several phone calls in
7 regards to my billing problem.

8 We have an expert witness who worked at
9 Ameritech who have been there for 22 years who have
10 been there for five years in the same position in
11 the building area and I've had this problem within
12 the last four years --

13 JUDGE SAINOT: So you're saying --

14 MR. JAMES GARDNER: -- and she know nothing
15 about it.

16 JUDGE SAINOT: Well, so you're saying that she
17 should have known something about it because you've
18 had the problem for a while?

19 MR. JAMES GARDNER: Well, I'm saying we have an
20 expert witness here who is involved in -- like,
21 you're the manager, right; is that what I heard?

22 THE WITNESS: No.

1 BY MR. JAMES GARDNER:

2 Q. You're like the supervisor?

3 A. That's not what I said.

4 Q. Okay. Are you the supervisor of this
5 billing department?

6 A. No.

7 JUDGE SAINSOT: How -- what are you trying to
8 elicit from her, Mr. Gardner?

9 If you're trying to elicit the fact that
10 she didn't know anything before a few months ago,
11 okay, fine. Then we can just move on. But if
12 you're trying to elicit something else, you know, I
13 don't want you to -- I mean, what are you trying --
14 what information are you trying to get out of her?

15 MR. JAMES GARDNER: Well, counsel have brought
16 some information to his billing witness' attention
17 and to the court. He had me to write down dates
18 and total local service amount.

19 She -- Ms. Wanda Brooks is an expert
20 witness in this. With Ms. Wanda Brooks being an
21 expert witness in this particular area of
22 Ameritech's business, it seems to me, since there

1 has been a problem with the overbilling of
2 Ameritech to Mastermind Realty during her five -year
3 period, I wanted the Court to know and for me to
4 find out if she ever heard of this particular
5 complaint.

6 JUDGE SAINSOT: Okay. Well, we've established
7 that; that her testimony has already been she
8 doesn't know.

9 MR. JAMES GARDNER: Okay.

10 MR. HUTTENHOWER: I guess I would also be
11 concerned that Mr. Gardner keeps referring to
12 Ms. Brooks as an expert witness. At least for me,
13 that's a term of art.

14 I'm not presenting her as an expert.
15 I'm presenting her as someone at Ameritech who is
16 knowledgeable about billing.

17 JUDGE SAINSOT: Hm-hmm. Which is different
18 than being knowledgeable about your account.

19 Okay. You can.

20 MR. JAMES GARDNER: At Ameritech.

21 JUDGE SAINSOT: Can you just -- you know, for
22 the record, Mr. Gardner, just -- if you have other

1 questions of Ms. Brooks, fine, but move on.

2 BY MR. JAMES GARDNER:

3 Q. Okay. Are there rate -- are there a rate
4 for -- that a customer would pay for services once
5 their line has been blocked through Ameritech?

6 JUDGE SAINSOT: She's answered that,
7 Mr. Gardner.

8 THE WITNESS: I've answered that. Yes, I've
9 answered that.

10 MR. JAMES GARDNER: No, Counselor -- I'm sorry.
11 Your Honor, I'm trying to find out, is there a
12 mandatory rate or is there a flat fee.

13 JUDGE SAINSOT: You know, Mr. Gardner, I gave
14 you a little time. I asked you if you wanted to
15 talk to her --

16 MR. JAMES GARDNER: And I appreciate that.

17 JUDGE SAINSOT: -- to find out -- and now what
18 you're doing is conducting a fishing expedition.

19 You could have taken the five minutes
20 and asked her a few questions, and then we would
21 not have a fishing expedition at the evidentiary
22 hearing.

1 What is the question that you wanted to
2 ask her again? I'm sorry.

3 What did you want to ask her,
4 Mr. Gardner?

5 MR. JAMES GARDNER: I want to know, is there a
6 flat fee for a customer to pay for the service when
7 their lines are blocked or is there a certain rate
8 that a customer pay for the service when their
9 lines are blocked from outgoing calls.

10 JUDGE SAINSOT: Okay. She can answer that.

11 THE WITNESS: Again, it would depend upon the
12 service that the customer has.

13 MR. HUTTENHOWER: Would it help if you, I
14 guess, distinguished between different types of
15 customers like a Centrex customer versus a customer
16 with -- a business customer with a regular phone
17 line, a POTS line?

18 JUDGE SAINSOT: Hm-hmm. And for the record, a
19 Centrex phone customers is what?

20 How is that different from a POTS line?

21 THE WITNESS: Well, Centrex is a different
22 system that he would have.

1 JUDGE SAINSOT: Okay. And POTS, for the
2 record, is plain old telephone service.

3 THE WITNESS: Right.

4 For the -- if you have basic service in
5 your area, there would be a set fee that you would
6 pay each month, then plus your government charges
7 that could change, you know, the federal mandated
8 charges. And then even with your local service,
9 that could change, unless you have a Centrex
10 contract.

11 JUDGE SAINSOT: Any other questions,
12 Mr. Gardner?

13 BY MR. JAMES GARDNER:

14 Q. My last question.

15 You just testified that there -- for a
16 Centrex, there is a set fee. There would be
17 additional fees that a customer would pay which
18 will be the governmental charges, you know, the
19 taxes and all that other stuff. You got to take
20 care of our government.

21 A. Hm-hmm.

22 Q. Okay?

1 Do you know what the set fee is in
2 Maywood?

3 MR. HUTTENHOWER: I would object to the
4 character- -- I'm not sure that Mr. Gardner
5 accurately characterized Ms. Brooks' prior
6 testimony.

7 But, Ms. Brooks, if you -- you can
8 answer the question, if you feel you can.

9 THE WITNESS: The set fee today? I would
10 need -- I would have to look at the book to see if
11 there's been any change.

12 BY MR. JAMES GARDNER:

13 Q. Do you know what the set fee was last year?

14 A. I can look at your bills and see what the
15 set fee was, sir.

16 Q. Okay. I got some bills, \$61 --

17 A. Hm-hmm.

18 Q. Okay. Would you say that the bills would
19 go up from \$61 to \$75 within a year? Has that do
20 that --

21 A. It could. It could.

22 Q. That's pretty common?

1 A. I said that could happen.

2 Q. Yeah, it did happen, but is it common?

3 A. It could happen.

4 MR. JAMES GARDNER: No further questions for

5 this witness.

6 THE WITNESS: Okay.

7 JUDGE SAINSOT: Anything, Mr. Huttenhower?

8 MR. HUTTENHOWER: I would prefer to examine

9 Ms. Brooks as part of our case.

10 JUDGE SAINSOT: I understand. I understand.

11 Okay. Do you have anything further,

12 Mr. Gardner?

13 MR. JAMES GARDNER: Just Mr. Leach.

14 Mr. Kenneth Leach, you are also --

15 JUDGE SAINSOT: Hold on. Hold on. Hold on.

16 I -- can I have the witnesses leave the

17 room?

18 (Whereupon, all witnesses left

19 the hearing room.)

20 JUDGE SAINSOT: Mr. Gardner, what are you going

21 to get -- what do you want to get out of him?

22 MR. JAMES GARDNER: Well, I'm here because

1 we're talking about overbilling.

2 JUDGE SAINSOT: Okay. Okay. What -- what can

3 he -- what testimony can he present to help you?

4 MR. JAMES GARDNER: Show that Ameritech --

5 JUDGE SAINSOT: How? Specifically, what

6 evidence can he bring?

7 MR. JAMES GARDNER: What evidence?

8 JUDGE SAINSOT: Can he bring in your behalf?

9 What can he -- how can he help you? What can he

10 testify to?

11 MR. JAMES GARDNER: I'm wondering why is --

12 he's a witness for Ameritech.

13 I want to know, does he know anything --

14 can he provide me with information to prove --

15 JUDGE SAINSOT: All right. I'm going to call a

16 five-minute break and you can talk to

17 Mr. Huttenhower and you can ask that of

18 Mr. Huttenhower. Ten minutes.

19 MR. JAMES GARDNER: Can I talk to the witness?

20 JUDGE SAINSOT: With Mr. Huttenhower there,

21 yes.

22 MR. JAMES GARDNER: Would this be on the

1 record?

2 JUDGE SAINSOT: No.

3 My -- my intention is that you figure
4 out -- that at least you'll have time to figure out
5 what he does. And then when I come back, if you
6 can tell me specifically as to what plans you have
7 for him with some specificity, then I'll let you
8 call him to testify, but I don't want to have
9 another fishing expedition.

10 MR. HUTTENHOWER: I would note for the record,
11 that I disclosed the identity of both Ms. Brooks
12 and Mr. Leach to Mr. Gardner, I think, in mid April
13 as witnesses that we would be calling.

14 JUDGE SAINSOT: Well, I will give him the
15 benefit of five minutes then with you and no more.

16 MR. JAMES GARDNER: Your Honor, for the record,
17 if it's not permissible -- I can see that you're
18 getting a little upset.

19 JUDGE SAINSOT: Well, I just --

20 MR. JAMES GARDNER: Because I want to find
21 out -- you know, I have two witnesses here, you
22 know, and I have documentation to show that I have

1 been overbilled. I have bills to show.

2 We have some people here from Ameritech
3 that is not part of the conversation that I've had.
4 I've asked for those people to be here.

5 Mr. Huttenhower, the attorney for Ameritech, have
6 brought some other people in other than the people
7 who was directly involved in the case.

8 JUDGE SAINSOT: All right. All right. All
9 right.

10 MR. JAMES GARDNER: So I want to find out who
11 are these people.

12 JUDGE SAINSOT: Well, you had -- if
13 Mr. Huttenhower -- is that true that
14 Mr. Huttenhower disclosed the identity of the
15 witnesses to you?

16 MR. JAMES GARDNER: I received a letter from
17 him the other day when he --

18 JUDGE SAINSOT: Well, you could have subpoenaed
19 them. You could have done all sorts of things
20 ahead of time to prepare for trial.

21 You can't at trial suddenly decide that
22 you're going to find out who these people are.

1 That is your job ahead of time.

2 And I'm -- frankly, I'm cutting you a
3 break, I think -- I don't think I've ever done this
4 for a lawyer -- to give you a little time to figure
5 out whether these people can be useful to your case
6 in chief. If you were a lawyer, I doubt that I
7 would be doing that.

8 Sorry about that, Mr. Huttenhower.

9 MR. JAMES GARDNER: Well, your Honor, I'll tell
10 you this. I have presented -- and I thank you very
11 much for giving me the opportunity today to present
12 all the evidence that I have surrounding this case.

13 I pray that the Commission and the
14 Commissioners review the information that I have
15 presented and that justice be done.

16 JUDGE SAINOT: Okay. But what are we going to
17 do here?

18 And for the record, I'm not upset. It's
19 just that it's not appropriate to have ma jor
20 exploration of a witness for the first time at
21 trial. It's just not appropriate. It's not the
22 purpose of trial. The purpose of trial is to

1 present evidence.

2 What do you want me to do? Do you want
3 to spend five minutes with Mr. Huttenhower and his
4 witness and figure out if there is anything that
5 is -- that this witness might be able to help you
6 with?

7 MR. JAMES GARDNER: That's okay.

8 JUDGE SAINSOT: Okay. We don't call a
9 five-minute break, though, and you can bring the
10 witnesses back in the room.

11 (Recess taken.)

12 JUDGE SAINSOT: Okay. We're back on the
13 record.

14 Mr. Gardner, do you have any more to
15 present? Any more evidence?

16 MR. JAMES GARDNER: Well, your Honor, I just
17 got through talking to Mr. Kenneth Leach, who's the
18 witness for Ameritech who's also the manager of the
19 Centrex product.

20 And after talking with him, it also
21 confirmed my belief that the only time that the
22 bill would go up is if there's an increase in the

1 rates or for the service or if there's an increase
2 in taxes.

3 JUDGE SAINSOT: So are you telling me you want
4 to call him as a witness or what are you telling
5 me?

6 MR. JAMES GARDNER: I'm saying that, you know,
7 you gave me five minutes to talk with counselor
8 and -- and Mr. Leach, and I'm just reporting the
9 findings in that five-minute break and just like to
10 make it part of the record.

11 JUDGE SAINSOT: Well, you can't make it part of
12 the record, Mr. Gardner. You either call him as a
13 witness or testify yourself in rebuttal or -- which
14 would be after Mr. Huttenhower presents his case
15 or --

16 MR. JAMES GARDNER: Okay.

17 JUDGE SAINSOT: -- however you want to do it.

18 MR. JAMES GARDNER: Okay. We can move on.

19 JUDGE SAINSOT: Okay. So are you resting,
20 Mr. Gardner?

21 MR. JAMES GARDNER: Yes.

22 JUDGE SAINSOT: Okay. Mr. Huttenhower?

1 MR. HUTTENHOWER: All right. I think I would
2 like to call Mr. Leach as my first witness.

3 And I -- Wanda, if you don't mind
4 switching seats with me.

5 (Witness sworn.)

6 KENNETH LEACH,
7 called as a witness herein, having been first duly
8 sworn, was examined and testified as follows:

9 DIRECT EXAMINATION

10 BY

11 MR. HUTTENHOWER:

12 Q. Mr. Leach, could you give your name and
13 business address for the record.

14 A. Kenneth Leach, 2000 West Ameritech Center
15 Drive in Hoffman Estates, Illinois.

16 Q. And what's your current position with
17 Ameritech?

18 A. I'm the Centrex product manager.

19 Q. And in that position, in general, what are
20 your responsibilities?

21 A. I generally oversee the Centrex product for
22 Ameritech, maintain the revenue stream and provide

1 general direction for the product for the Ameritech
2 corporation.

3 Q. How long have you had that position with
4 regard to Centrex?

5 A. That particular position, a little over one
6 year.

7 Q. And have you worked for Ameritech longer
8 than a year?

9 A. For 21 years, total.

10 Q. In general terms, what other positions have
11 you held with Ameritech in your 21-year tenure?

12 A. I was the marketing manager for Centrex
13 service. Before that, I was the methods and
14 procedures team leader for Centrex. I was a
15 customer service manager supporting major Centrex
16 customers in the Chicago area, and I've also worked
17 as just a general business and residential service
18 representative.

19 Q. All right. With regard to this case, have
20 you had the opportunity to become familiar with the
21 account involved with Mr. Gardner's complaint?

22 A. I have reviewed, I believe, two of

1 Mr. Gardner's service and equipment records and
2 bills.

3 Q. Now, prior to today, have you had any
4 personal contact with Mr. Gardner?

5 A. No.

6 Q. Have you had any contact with Mr. Gardner's
7 account?

8 A. No.

9 Q. Okay. Now, you mentioned that you had --
10 mentioned -- or had reviewed certain records
11 related to Mr. Gardner's account. And what were
12 those records again?

13 A. I reviewed the customer service and
14 equipment record.

15 Q. Hm-hmm.

16 A. And the actual -- a copy of the actual
17 customer bill that would have been sent to
18 Mastermind Realty.

19 Q. Okay. Could you -- now, are bills and
20 customer service records records that Ameritech
21 keeps in the ordinary course of its business?

22 A. Yes.

1 Q. And are these the sort of record that you
2 might work with if you were asked to advise with
3 questions about a customer's account?

4 A. I might work with the service and equipment
5 record. I would not generally be privileged to
6 look at a customer's individual bill.

7 Q. Okay. Now, do you also work with
8 Ameritech's tariffs at all?

9 A. On a regular basis, yes.

10 Q. Would I be correct in assuming that,
11 usually, this would be Centrex tariffs that --

12 A. For the most part or other tariffs related
13 to the Centrex product in some way, hm-hmm.

14 MR. HUTTENHOWER: All right. Let me ask the --
15 that this document be marked as Respondent's
16 Exhibit No. 1.

17 (Whereupon, Respondent
18 Exhibit No. 1 was
19 marked for identification
20 as of this date.)

21 BY MR. HUTTENHOWER:

22 Q. All right. Mr. Leach, you've been handed

1 what's been marked as Respondent's Exhibit No. 1.

2 Could you tell me what this document is?

3 A. This is a customer service record from
4 Mastermind Realty. It looks like for the period of
5 April of '99.

6 Q. What is a customer service record?

7 A. It's an internal record that provides
8 information about the kind of service that a
9 customer has and the associated billing information
10 for that particular service. In other words, it
11 somewhat substantiates the customer's bill that he
12 receives.

13 Q. Okay. Now, a lot of it looks to be in a
14 sort of code. Could you --

15 A. Hm-hmm.

16 Q. -- explain a little bit about what some of
17 these codes might be or what the codes -- are they
18 some system or whatever?

19 A. Well, basically, the codes are comprised --
20 a combination of some English words and some
21 nonEnglish words, what we call USOCs, universal
22 service ordering codes. And these USOCs do several

1 things through both our provisioning and our
2 ordering system that basically get the service
3 working for the customer and establish the billing
4 for that particular service.

5 Q. So they're codes for particular line items,
6 if you will?

7 A. For line items, listing information; in
8 some cases, billing information. They carry,
9 really, the identity of what the customer's service
10 is from Ameritech.

11 Q. Okay. Could you just point out one USOC on
12 the first page so we can all be elucidated?

13 A. Okay. Towards the bottom of the middle,
14 you see a USOC "SXPAA." It's under -- indented
15 under "Centrex stations and circuits." So SXPAA is
16 a particular USOC.

17 Q. Okay. Now, looking -- we'll get into that
18 a little more in a minute, but looking at this
19 customer service record, does it tell you how many
20 lines that this account had?

21 A. Yes, it does. And at the -- the last page,
22 Page 3, is a fairly legible way of determining that

1 information. It's basically a summary of the
2 preceding pages.

3 And you'll see the quantity column, the
4 number three several times, and you'll see three
5 SXPAAAs and that's, in English, defined as a Centrex
6 station. So that would tell me this customer has
7 three Centrex lines.

8 Q. Okay. Well, let's -- since we're on Page 3
9 and you said it's one of the more legible pages --

10 A. Hm-hmm.

11 Q. -- why don't you -- let's go through what
12 these different items are.

13 The first item listed there is
14 designated as BFK.

15 A. Hm-hmm.

16 Q. Is BFK a USOC?

17 A. BFK is a USOC.

18 Q. And what -- what is it?

19 A. BFK in the English description there is
20 described as common block. And, basically, what
21 that means is as a Centrex customer, the Centrex
22 customer basically has its own identity in our

1 central office, and that identity is composed of
2 his telephone numbers, all the features that work
3 with his particular type of service. If you will,
4 they have a little bit of piece of the central
5 office switch that's identified as Mastermind
6 Realty.

7 Q. Now, why, if Mastermind had three lines, is
8 BFK apparently only counted as one item?

9 A. Because it's one piece of the switch which
10 contains all of the information associated with
11 Mastermind Realty in this case, all of their lines,
12 all of their features, all of their phone numbers.
13 It's just one part of the billing component of the
14 Centrex service.

15 Q. Okay. Now, what's the next USOC, which I
16 assume is LAWMM?

17 A. Hm-hmm.

18 Q. What is that?

19 A. That's the USOC and it's really
20 unassociated with Centrex service. It's described
21 as infrastructure maintenance.

22 I believe CR in this case is credit and

1 that has to do with a federally mandated surcharge
2 that is associated with maintaining right-of-way,
3 property rights, the costs that are incurred to a
4 community for Ameritech to basically run its lines
5 and facilities.

6 Q. In this case, since you just described it
7 as a credit --

8 A. Credit.

9 Q. -- it sounds like a credit rather than a
10 charge?

11 A. It is a credit in this case.

12 I believe the reason for it being a
13 credit is that the actual infrastructure
14 maintenance charge is part of the service. And the
15 credit was mandated as a way to prevent a customer
16 from being charged from both a local and a federal
17 way in terms of rights-of-service infrastructure.
18 So the credit was mandated and the USOC is
19 associated with it.

20 Q. All right. How about the next item on the
21 list, NRS1X?

22 A. Okay. That is a specific Centrex service

1 element and it's described as intercom. And,
2 basically, that provides more than intercom.
3 Intercom being the feature of Centrex that allows
4 one employee within the company to, with
5 abbreviated dialing, dial another employee in the
6 company without incurring a charge, and that does
7 also cover all of the other features that are part
8 of the Centrex line rate.

9 Q. Now, that -- it looks like that item is
10 charged on a per-line basis?

11 A. Per-line basis, correct.

12 Q. Okay. And the next item on the list which
13 is NSR --

14 A. Hm-hmm.

15 Q. -- what is that?

16 A. Number portability surcharge. That, again,
17 is not related specifically to Centrex, but applied
18 to all customers' bills.

19 And that's the ability for a customer
20 who wishes to leave Ameritech and be provided local
21 service from a competitor, the ability to take
22 their phone number with them to that competitor and

1 not undergo that disadvantage to the competitor of,
2 you know, I'd like to have MCI service, but I want
3 to keep my phone number. So this charge was passed
4 on to the customer to cover that technology.

5 Q. All right. And the next item is this
6 SXPAA. What's that?

7 A. That's identified as Centrex station.

8 And although that USOC is specific to
9 Centrex, the billing element is really simply the
10 cost for dial tone; in other words, the cost that
11 is incurred to get a cable from the central office
12 physically out to the customer's premise.

13 Q. Okay. And the last one is UXTEJ.

14 A. Emergency 911 service, and, again, that's
15 not specific to Centrex.

16 It's the community's cost to provide the
17 customer the ability to pick up the phone and dial
18 911 in the event of an emergency.

19 Q. Now, I notice that those last two items
20 also are charged on a per-line basis; is that
21 correct?

22 A. That's correct. Hm-hmm.

1 Q. Okay. Now, if we turn back to the first
2 page of this document, do you see any other charges
3 that are mentioned here that were not covered by
4 this list of USOCs we were discussing?

5 A. Yes, above the -- there's some specifically
6 itemized charges. The telecommunications relay
7 service.

8 Q. Hm-hmm. What is that?

9 A. That's a mandated charge as well that has
10 to do with -- that charge goes to -- into a fund to
11 provide equipment to deaf and hearing-impaired
12 consumers who want to be able to use telephone
13 service.

14 Q. And what's the amount of that charge?

15 A. In this case, that's two cents.

16 Q. And is this a government mandated charge?

17 A. Yes, it is.

18 Q. Okay. And there's another line item below
19 the telecommunications relay --

20 A. Hm-hmm.

21 Q. -- which is the interstate access charge.
22 What is that?

1 A. That's a charge also federally mandated
2 that is related to the break-up of the AT&T system,
3 what we call as divestiture, which, basically, is a
4 separately billed item that is used to -- for a
5 customer to be able to access the interstate
6 calling or the long distance aspect of their
7 service beyond just making a local call.

8 Q. Now, is that one billed on a single basis
9 or on a per-line basis?

10 A. On this particular bill, this is billed on
11 a per-line or per-station basis.

12 Q. Okay. Does the telecommunications relay
13 charge have anything to do specifically with
14 Centrex?

15 A. No. All customers, both business,
16 residents, every telcom service pays this charge.

17 Q. And what about the interstate access
18 charge, is that something that's only for Centrex
19 customers?

20 A. No. Again, this is applied to all
21 telephone services.

22 Q. And the same with the 911 charge?

1 A. Yes.

2 Q. Okay. Now -- so you've identified three

3 Centrex-specific charges; this common block charge,

4 this intercom --

5 A. Hm-hmm.

6 Q. -- charge and the Centrex station charge?

7 A. Hm-hmm.

8 Q. I guess, how do they interrelate, those

9 three components?

10 A. Well, the common equipment charge is --

11 again, that is charged on a per-customer basis

12 rather than regardless of how many lines you have

13 on your service. It's a \$5 per month charge and

14 it's basically for taking up that little bit of

15 memory in the central office.

16 Q. Hm-hmm.

17 A. The Centrex station, the SXPAA; again,

18 that -- although, the USOC is specific to Centrex,

19 the rate is really determined by physically what

20 area the customer is being provided the dial tone

21 in.

22 Q. So it's for dial tone in --

1 A. Hm-hmm.

2 Q. -- essence?

3 And then the intercom charge is simply
4 the features that make Centrex Centrex?

5 A. That is essentially the Centrex service
6 piece that -- exactly. That is the Centrex and all
7 of the features that come with the Centrex.

8 Q. Now, where do the charges -- what sets the
9 charges for these various services?

10 A. For the dial tone aspect, that's based on
11 the physical location that the customer is being
12 provided the service.

13 Q. Now, is there a sheet of paper or some
14 document that sets forth charges?

15 A. I believe -- there is certainly a tariff
16 that determines by community name what physical
17 area the customer is located in and the appropriate
18 charge for that area.

19 Q. Now, do the charges under a tariff remain
20 constant or do they vary -- or could they vary over
21 time?

22 A. They could certainly vary over time,

1 hm-hmm.

2 MR. HUTTENHOWER: Now, your Honor, I was
3 interested in introducing some pages from our
4 tariff.

5 I don't know if you would like me to
6 introduce them as business records or whether you
7 would simply want to take administrative notice of,
8 yep, that's a page from Ameritech's tariff.

9 JUDGE SAINSOT: I'd be comfortable with the
10 administrative notice.

11 MR. HUTTENHOWER: If I could -- did you want me
12 to do it one at a time for -- I have, like, three
13 different sheets.

14 JUDGE SAINSOT: Do you want to have them
15 entered or admitted?

16 MR. HUTTENHOWER: I guess, I'd like to have
17 them admitted and then I'd just like Mr. Leach to
18 identify what they are.

19 JUDGE SAINSOT: Okay. But do you want --
20 separately or as one exhibit?

21 MR. HUTTENHOWER: I guess I can put them
22 together, if someone wants to -- if there's a

1 stapler. If not, I'll do them separate.

2 JUDGE SAINSOT: I bet we could borrow one from
3 the receptionist.

4 MS. BROOKS: You want me to go get one?

5 JUDGE SAINSOT: Thank you.

6 (Whereupon, Respondent
7 Exhibit No. 2 was
8 marked for identification
9 as of this date.)

10 BY MR. HUTTENHOWER:

11 Q. Mr. Leach, you've been handed what's been
12 marked as Respondent's Exhibit 2.

13 Could you tell me what this document is?

14 A. These are various pages from the Centrex
15 tariff which was called Centrex Switching Service.

16 Q. Okay. And if you could look at Section C
17 on page -- the first page of the exhibit --

18 A. Hm-hmm.

19 Q. -- what does that tell us about charges for
20 Centrex?

21 A. That identifies the fact that the Centrex
22 switching service customer is required to pay what

1 is called service transport facilities, which is
2 another word for dial tone; in other words, the
3 cost of getting the cable from the central office
4 to the customer's premise.

5 Q. Okay. And then on Sheet 61, I'd refer your
6 attention to Item B near the bottom of the page.

7 A. Hm-hmm.

8 Q. What Centrex charge is discussed there?

9 A. This is specifically the Centrex common
10 block charge, the BFK USOC that we talked about
11 before.

12 Q. Okay. And then on Pages 3 and 4, what
13 charge is disclosed there?

14 A. This is related specifically to the Centrex
15 intercom identified as such on the equipment
16 records; in other words, the Centrex service itself
17 with all of its standard features included.

18 Q. Now, this -- this last page, Sheet 62, has
19 actually two sheets.

20 A. Hm-hmm.

21 Q. And why would that be?

22 A. It would appear that there was a change to

1 that particular rate element. The back page is
2 dated December 8th of 1995, and the sheet before
3 that was effective May 25th of 1998.

4 So it indicates that there was a change
5 to the rate on that particular date in '98.

6 MR. HUTTENHOWER: All right. Thank you,
7 Mr. Leach.

8 And let me have this marked as
9 Exhibit 3.

10 (Whereupon, Respondent
11 Exhibit No. 3 was
12 marked for identification
13 as of this date.)

14 BY MR. HUTTENHOWER:

15 Q. Okay, Mr. Leach. You've been given what's
16 marked as Respondent's Exhibit 3. What is this
17 document?

18 A. This is the tariff reference or the tariff
19 page that specifically identifies the charge from
20 the previous Centrex tariff for service transport
21 facilities and actually defines the rate by access
22 area.

1 Q. Now, are you able to determine from this
2 sheet what the rate would -- that Mastermind would
3 have been charged is?

4 A. With a Maywood address, I believe that is
5 what we referred to as Access Area B, and that rate
6 would have been \$8.78 per line.

7 Q. And this also is a two-page exhibit. Is
8 this the case where there was a revision to the
9 tariff?

10 A. It looks like maybe it was simply -- maybe
11 it was moved, that the tariff page was moved from
12 one section of the tariff to another, but the rate
13 is the same.

14 Q. 8.78?

15 A. Hm-hmm.

16 MR. HUTTENHOWER: All right. At this point, if
17 I could ask that Exhibits 1, 2 and 3 be entered
18 into evidence.

19 JUDGE SAINSOT: Any objection, Mr. Gardner?

20 MR. JAMES GARDNER: No.

21 MR. HUTTENHOWER: All right. Thank you.

22 JUDGE SAINSOT: For the record, Respondent's or

1 Defendant's Exhibits 1, 2 and 3 are admitted into
2 evidence.

3 (Whereupon, Respondent
4 Exhibit Nos. 1, 2 and 3 were
5 admitted into evidence as
6 of this date.)

7 MR. HUTTENHOWER: All right. Perhaps we should
8 take a little break and I can get organized.

9 JUDGE SAINOT: That's fine.

10 Okay. Take five minutes.

11 (Recess taken.)

12 (Whereupon, Respondent
13 Exhibit Nos. 4, 5, 6 and 7 were
14 marked for identification
15 as of this date.)

16 JUDGE SAINOT: Okay. We can go back on the
17 record.

18 BY MR. HUTTENHOWER:

19 Q. All right, Mr. Leach. Let me show you what
20 has been marked as Respondent's Exhibit No. 4.

21 Could you identify what this document
22 is?

1 A. It looks like, basically, a table that
2 someone has set up to identify quantities of
3 service items, the USOC associated with it, the
4 charge and the tariff reference.

5 Q. Now, what customer does it --

6 A. It's indicated as Mastermind Realty as of
7 April '99.

8 Q. So this would correspond to the customer
9 service record we were looking at, Exhibit 1?

10 A. Yes, it should. Hm-hmm.

11 Q. Now, I was going to ask you if you could
12 tell me the sum of the charges for the three
13 Centrex-related items.

14 A. Specifically, the Centrex-related items?

15 Q. Yes.

16 A. Okay. I have \$48.92.

17 Q. Okay. And what is the charge for the --
18 here for federal access charge?

19 A. That would be for the three stations or the
20 three lines, \$16.20.

21 Q. Now, the chart contains the abbreviation
22 EUCL --

1 A. Hm-hmm.

2 Q. -- next to federal access charge. What is
3 that?

4 A. That's the acronym that that federal access
5 charge is commonly referred to EUCL, end user
6 common line.

7 Q. All right. Let me show you what had been
8 previously marked as part of Mr. Gardner's case,
9 part of Group Exhibit A, the bill for April of
10 1999, and I'll refer you to -- specifically to
11 Page 3 of this bill.

12 Could you tell me what the monthly
13 service charge or the -- the monthly service charge
14 is on that bill for service from April 4th to
15 May 3rd?

16 A. \$48.92.

17 Q. And what is the amount of the federal
18 access charge line item?

19 A. \$16.20.

20 Q. Now, if you were to compare the customer
21 service record for April of '99 and the bill that
22 Mr. Gardner received for April of '99, was that

1 account billed the appropriate amount for the
2 Centrex services provided according to the customer
3 service record?

4 A. Yes. Hm-hmm.

5 MR. HUTTENHOWER: I'd also like to move for
6 admission of Exhibit 4, this chart related to the
7 April '99 customer service record.

8 JUDGE SAINSOT: Any objection, Mr. Gardner?

9 MR. JAMES GARDNER: No.

10 MR. HUTTENHOWER: All right.

11 JUDGE SAINSOT: For the record, your motion is
12 granted, Counsel. Respondent's Exhibit 4 is
13 entered into evidence.

14 (Whereupon, Respondent
15 Exhibit No. 4 was
16 admitted into evidence as
17 of this date.)

18 JUDGE SAINSOT: Okay. You can proceed. I'm
19 sorry.

20 BY MR. HUTTENHOWER:

21 Q. Let me refer you back to Exhibit 1, again,
22 Mr. Leach.

1 Let me ask you to look at the bottom of
2 the first page of this customer service record and,
3 in particular, to a line that starts out in code
4 slash-DES.

5 Could you tell me what that means, if
6 you know?

7 A. This is one of many pieces of information
8 that's carried behind that particular USOC. In
9 this case, DES is short for designates. Change --
10 SHG is an abbreviation for change. LCC represents
11 line class code.

12 And -- so, in other words, it's an entry
13 that was written on the account to indicate that
14 there was a change to the line class code from a
15 CFF type code to a CFN code.

16 Q. Now, what is the meaning -- oh, and when
17 was -- can you tell from this order or from this
18 information when this change occurred?

19 A. The order number is behind the ORD
20 abbreviation; and following that is CD, which
21 represents a completion date, meaning the order was
22 completed on June 15th of 1998.

1 Q. Okay. Now, what does this CFF -- or I'm
2 sorry, CFN designation mean?

3 A. Well, this is a specific code entry
4 associated with Centrex that would indicate to our
5 translations ordering group that this line should
6 be restricted from making outgoing calls.

7 Q. So this line could only receive calls then
8 with that sort of restriction?

9 A. Correct.

10 Q. Now, was the line blocked for making
11 outgoing calls prior to June of 1998?

12 A. It would indicate that it was.

13 Q. Is that the CFF?

14 A. CFF is another version of a blocking code.

15 There are a multitude of blocking
16 capabilities on a Centrex. Both of these, that FF
17 and FN indicate fully restricted or restricted in
18 some way from making outgoing calls.

19 Q. Now, was this restriction applicable to all
20 three of Mastermind's lines?

21 A. Yes, the same information is carried on all
22 three lines.

1 Q. All right. Thank you, Mr. Leach.

2 Okay. Just to -- I'm sorry -- to jump
3 around some more. Back to Exhibit 2, the last two
4 pages which we've been discussing earlier where it
5 appeared that there had been a change in the tariff
6 rate.

7 A. Hm-hmm.

8 Q. Can you determine what the change in tariff
9 rate was as it applied to Mr. -- to the Mastermind
10 Realty account?

11 A. The new rate as indicated for a month --
12 what's called a month-to-month customer, meaning a
13 customer without a contract, based on the number of
14 lines that Mastermind Realty is -- went from
15 previously a rate of \$2.93 per line per month to
16 \$5.86 per line per month.

17 Q. So if there were three lines, can we figure
18 out how much of a monthly increase that would be
19 for three lines?

20 A. Basically -- 2.93 -- it would be a total
21 increase per month of \$8.79, I think. That's what
22 I have.

1 Q. All right. Thank you?

2 JUDGE SAINSBOT: When did this become effective,
3 does this say?

4 THE WITNESS: May 25th of 1998.

5 BY MR. HUTTENHOWER:

6 Q. So that would mean that a bill --
7 presumably, the May bill would not reflect this
8 change, but the June bill for the customer would
9 reflect an increase in the rate?

10 A. Ideally, the -- Mr. Gardner's bill date on
11 Mastermind Realty was the 4th of every month.

12 So you're correct. If the billing was
13 updated accurately, the first bill to reflect that
14 increase would have been the June 4th of 1998 bill.

15 Q. All right. Thank you, Mr. Leach.

16 Let's switch gears. I want to show you
17 again what was part of Mr. Gardner's Group Exhibit
18 A, the October 1999 bill for Mastermind's service.

19 A. Okay.

20 Q. All right. I'd like to refer you, in
21 particular, to the other charges and credits
22 section of the bill, which is on the right-hand

1 side.

2 What sort of account activity is
3 reflected there?

4 A. This reflects a change order on September
5 the 15th of 1999, and --

6 Q. What was the reason for the change order,
7 if you can tell?

8 A. I can tell by the USOCs that, basically,
9 this was a change of service type.

10 In other words, the service that
11 Mastermind Realty previously had for, apparently, a
12 number of years which we called and the tariffs
13 refers to as Centrex switching service was changed
14 to the current Centrex tariffed offer which we call
15 Ameritech Centrex service. And I can tell that
16 from the USOCs that were removed and -- or added in
17 this case.

18 Q. So what -- so the Centrex switching service
19 which Mastermind had before was being eliminated?

20 A. Correct. Hm-hmm.

21 Q. And it was being replaced by something
22 called Ameritech Centrex service?

1 A. Centrex service, right.

2 Q. Now, what is the difference between those
3 two services?

4 A. Well, from a customer's perspective,
5 probably not anything. The service would continue
6 to function just as it had always done.

7 From a tariff perspective, the rates may
8 have been different. The service itself may have
9 provided different capabilities, different
10 features; new features that the previous service
11 didn't provide. It might have been structured
12 somewhat differently than the prior service.

13 Q. Hm-hmm. Now, what effect did this change
14 to Ameritech Centrex service have with regard to
15 the way Mr. Gardner was billed?

16 A. Well, if I compare some of the specific
17 items, some of the terminology changed, but,
18 basically, they are the same items.

19 Specifically --

20 Q. Well, let's look at the Centrex -- okay.

21 BFK was a USOC that had been part of his
22 earlier service?

1 A. Hm-hmm.

2 Q. Is that -- is that replaced by something

3 else in the --

4 A. Yes. That got replaced by what is now

5 called -- and maybe a little bit more clearly

6 identified as a system charge. The USOC changed to

7 CYA1X. The charge remained the same, \$5.

8 Q. All right. Was there -- the intercom

9 charge which was NRS1X (sic) before --

10 A. Hm-hmm.

11 Q. -- does that change?

12 A. Yes, that -- the terminology changed to

13 intercom line, and that -- and the rate there was

14 significantly different. That went from \$5.86 --

15 Q. Per line?

16 A. -- per line per month to \$10 per line per

17 month.

18 Q. Now, one of the other Centrex charges you

19 had mentioned under the old service was the station

20 charge, SXPAA?

21 A. Hm-hmm.

22 Q. Does that change from the old service to

1 the new service?

2 A. In terms of a rate and a USOC, no, that
3 stayed exactly the same.

4 Q. All right. Were there any USOC items added
5 as a result of this new Centrex -- new arrangement
6 of Centrex service?

7 A. Let's see. Yes, there's -- there's one new
8 one on here called a Centrex telephone charge
9 identified with a code of NG3 and with a rate of 20
10 cents.

11 Q. All right. So from what you're telling me,
12 the effect this would have on Mr. Gardner's monthly
13 service is this new Centrex telephone charge of 20
14 cents a month, and then the increase for the
15 intercom aspect of Centrex going from 5.86 per line
16 per month to \$10 per line per month?

17 A. Correct.

18 Q. All right. Were -- were customers notified
19 of this change?

20 A. My understanding is, yes, there was -- this
21 is a common -- or something that occurs commonly
22 with products in Ameritech. Just as with any

1 product, certain products are phased out and new
2 ones are phased in and put in their place.

3 And customers were sent a letter
4 directly through the U.S. Mail to advise them of
5 the change, advise them of new services that would
6 be available with the new service offering and some
7 of their options in terms of what their choices
8 were and who to contact if they had questions about
9 the situation.

10 Q. Is the -- I'm sorry. Let me withdraw that.

11 Now, did -- was there any change to the
12 federal access charge at the time this change to
13 the Centrex service was put in place?

14 A. Yes. With the new Ameritech Centrex
15 service, as I said before, certain billing elements
16 are sometimes restructured or shuffled.

17 In this case, the federal access charge
18 or the EUCL in the prior service was billed on a
19 per-line rate. With the new service, that actually
20 turned into a benefit for a Centrex customer
21 because it was now billed in somewhat of a
22 different capacity called a trunk equivalency rate.

1 And that gets a little bit complicated, but I'd be
2 glad to explain it, if that's needed.

3 Q. Okay. How about the bottom line, if he was
4 billed for three lines before because he had three
5 lines; under trunk equivalency, how many lines was
6 he billed for?

7 A. Two for that particular element.

8 Q. And that change has to do with, in some
9 sense, the quantity of lines he should be counted
10 for?

11 A. Yes. It relates to the number of total
12 installed Centrex lines as opposed to if he had a
13 different type of service other than Centrex, how
14 many trunks or facilities would be needed to
15 provide the same amount of dialing capability.

16 In this case, doing a comparison, that
17 would have only been two, so that charge basically
18 was a savings to the new Centrex service customer.

19 Q. All right. Let me also show you another
20 one of the bills from Group Exhibit A just to save
21 us some time in doing math.

22 This is the September '99 bill. And

1 what I want to do just to make things clear, what
2 was the monthly charge that Mastermind was billed
3 in September '99 and what was the monthly charge in
4 October '99 with the new rates?

5 A. September monthly charge was -- you want
6 the total or --

7 Q. Actually, why don't you do all three items.

8 A. Okay. Okay. The monthly charge was 48.92.

9 Q. And that would be for the various chunks of
10 Centrex?

11 A. Right. The federal access charge was 16.29
12 for a total of 65.21.

13 Q. All right. And under the new regime?

14 A. Okay. Under the new Ameritech Centrex
15 service, that monthly charge increased to 61.54,
16 the federal access charge decreased to \$10.86 cents
17 for a total of \$72.40.

18 Q. All right. Thank you, Mr. Leach.

19 Let me -- let's move ahead in time to
20 what has been marked as Exhibit 5. And if you
21 could tell me what that is?

22 A. Okay. This is a service and equipment

1 record, again, for a period in time dated
2 August 6th of 2000.

3 Q. And how many lines does Mastermind have on
4 this customer service record?

5 A. Three.

6 Q. Now, are -- so what -- and is there a
7 summary of the various EUCLs anywhere on this one
8 or are we not so lucky this time?

9 A. We don't have the summary on this
10 particular one, no.

11 Q. All right. So what, I guess, we'll start
12 with -- now, you had mentioned that as of October
13 of '99 with this change to Ameritech Centrex
14 service, that there were four Centrex-related
15 components of -- that that account would be charged
16 for.

17 A. Hm-hmm.

18 Q. Do you find those four components on
19 this --

20 A. Yes.

21 Q. -- customer service record?

22 A. Yes. They start at the bottom of the page

1 indented under a dash-dash called common equipment,
2 and it identifies a quantity of one for the NG3,
3 which is the telephone number charge.

4 MR. HUTTENHOWER: Oops. Let me just ask
5 everyone else, does -- the copy I have, if you look
6 at the upper right, there's, like, a fax, you know,
7 page, whatever, whatever.

8 Mr. Leach's copy has Page 3 of 8. Do
9 you all have Page 3 of 8?

10 JUDGE SAINSOT: Yes, I do.

11 And let me just make sure that they
12 all -- all my copies do.

13 JUDGE SAINSOT: All right.

14 MR. JAMES GARDNER: This is in Exhibit 5?

15 MR. HUTTENHOWER: Yes.

16 MR. JAMES GARDNER: Okay.

17 MR. HUTTENHOWER: Yeah, yours -- okay. It's
18 only mine that got messed up then.

19 BY MR. HUTTENHOWER:

20 Q. All right.

21 A. Okay. Under the common equipment, there's
22 the NG3, which is the charge for the telephone

1 numbers at 20 cents for one.

2 The CYA1X, which is the common equipment
3 or the system charge, a quantity of one at \$5. And
4 then we go to the individual line elements, the
5 SXPAA on the next page. And below that is a NUM,
6 N-U-M, at a rate of \$10. And those look like they
7 go -- there's three of each of those with the
8 associated telephone number behind them.

9 JUDGE SAINOT: And what is the SXPAA again?

10 THE WITNESS: That identifies the dial tone or
11 the Centrex station line and with all of its
12 various programming elements behind it.

13 BY MR. HUTTENHOWER:

14 Q. All right. Now, I'm sorry. I -- maybe in
15 the confusion over whether I had the right document
16 in front of me.

17 What exactly is the NG3 item again?

18 A. NG3 is the charge for the telephone number
19 block that this particular Centrex customer
20 basically uses for his telephone numbers.

21 We assign those in groups of ten. So it
22 means that this customer has ten numbers in our

1 central office that are available at his disposal,
2 if he decides to install more lines than three, and
3 the charge is 20 cents for that block of ten
4 numbers.

5 Q. All right. Now, there appear to be a
6 couple other items on here that might not -- EUCLs
7 that are new.

8 For example, I think on Page 2, there is
9 something the MUFFX?

10 A. Hm-hmm.

11 Q. Do you know what that item is?

12 A. Let's see.

13 Q. If you don't, we'll circle back and try and
14 get it later.

15 A. Without an English description, that
16 doesn't -- that doesn't look familiar to me,
17 uhm-uhm.

18 Q. All right. How about 9PZLX, is that one --

19 A. Let see if there's a --

20 Q. Actually, Mr. Leach, let's just -- let's
21 just wait.

22 A. I'm trying to determine what would be from

1 the charge, but -- none of those are Centrex
2 specific, -- but mandated surcharges of some sort,
3 but without the English definition --

4 Q. Okay.

5 A. -- to identify it --

6 Q. Let me hope this will help. This is what
7 had been marked as Exhibit No. 6.

8 A. Oh, okay.

9 Q. Now, could you tell me what Exhibit No. 6
10 is?

11 A. Okay. Exhibit 6, again, appears to be a
12 table containing the USOCs, the quantities, an
13 English service explanation and dollar amounts and
14 tariff references.

15 Q. All right. Going back to the two questions
16 I stumped you on a little while ago --

17 A. Hm-hmm.

18 Q. -- what is MUFFX?

19 A. Okay. That's identified as the franchise
20 fee, and that, again, relates to the mandated
21 charge associated with communities getting money
22 back for Ameritech's use of streets and alleys and

1 rights-of-ways to lay our facilities and that's
2 passed on to the customer at -- it looks like 38
3 cents.

4 Q. And is that per line?

5 A. That is per line, hm-hmm.

6 Q. Okay. And the other one you haven't been
7 able to get before, 9PZLX?

8 A. Okay, the universal service fee.

9 Yes, that's, again, a federally mandated
10 charge that is used to provide relief, apparently,
11 to rural areas, low income areas, hospitals and
12 such, passed on to the customer on their telephone
13 service.

14 Q. Now, could you, since you have your
15 calculator, add up the -- I guess, the four
16 Centrex-related items?

17 A. Okay. I come to \$61.54 for the four
18 Centrex items.

19 Q. All right. Let me show you again what was
20 part of Mr. Gardner's Group Exhibit A, and this is
21 the August 2000 bill.

22 Would this customer service record

1 relate to what -- would the customer service record
2 that's been marked Exhibit 5 relate to the August
3 2000 bill?

4 A. Yes. It's the August 4th bill date,
5 hm-hmm.

6 Q. Now, what is the total monthly charges for
7 this Mr. Gardner's Centrex-related service as shown
8 on the August 4th bill?

9 A. It's \$61.54.

10 Q. And what is the federal access charge shown
11 on that bill?

12 A. \$9.60.

13 Q. And from looking at the customer service
14 record, what amount should he have been charged for
15 the federal access charge or are the EUCL?

16 A. Yes, it's on the first page, and it
17 indicates \$9.60 in the total column for the federal
18 access charge.

19 Q. All right. I have here what's been
20 previously marked as Respondent's Exhibit No. 7.

21 And if you could tell me what those
22 documents are?

1 A. These are pages from the Ameritech Centrex
2 service tariff with specific rates and charges.

3 Q. Okay. And I guess, so we understand the
4 first three pages -- or four pages, I'm sorry, are
5 various revisions to Sheet No. 100.

6 What charge -- Centrex charge do these
7 sheets relate to?

8 A. These relate to the system charge or the
9 charge to basically establish the Centrex service
10 and the monthly charge for maintaining them.

11 Q. And how much is that charge for
12 Mr. Gardner's account?

13 A. That's the \$5 per month charge, the CYA1X.

14 Q. Okay. Let us turn then -- the next sheet
15 is just Page 101, and there's only one version of
16 it here.

17 What charge is that?

18 A. This is what we've talked about up to now
19 as the -- basically, the intercom charge or the
20 charge for the Centrex service itself.

21 JUDGE SAINSOT: What page were you on? I'm
22 sorry.

1 MR. HUTTENHOWER: It would be the -- if you
2 look in the upper right-hand corner, it will say,
3 First Revised Sheet No. 101. It'd be about the
4 fourth or fifth page in, I think.

5 JUDGE SAINSOT: Okay.

6 BY MR. HUTTENHOWER:

7 Q. And so that's the NUM charge?

8 A. Hm-hmm.

9 Q. And how much is that?

10 A. That, for Mr. Gardner's particular service
11 with less than seven lines, but more than two,
12 would be \$10.

13 Q. All right. Then the next sheet, which is
14 actually, I think, four -- four versions of what is
15 Sheet No. 137, what does this page of the tariff
16 do?

17 A. This, again, refers to service transport
18 facilities or what's commonly known as dial tone.

19 Q. So that this is saying that if you have
20 Centrex service, you have to pay this service
21 transport facility charge?

22 A. Correct.

1 Q. Okay. And then the last -- actually, let
2 me refer you to the very last page which is titled
3 Original Sheet No. 6 at the top.

4 What Centrex charge does that refer to?

5 A. This is referencing, actually, another
6 product, but the charge is picked up from that and
7 this is the charge for the telephone number block
8 of ten phone numbers for 20 cents.

9 Q. All right. And that sheet shows that it's
10 canceled?

11 A. Hm-hmm.

12 Q. But if you look at the previous page, when
13 did -- the next-to-last page, which is now Original
14 Sheet 5, when did that go into effect?

15 A. This particular page went into effect
16 December the 1st of 2000.

17 Q. But the -- so that if Mr. Gardner's service
18 were connected through August of 2000, the
19 predecessor sheet would have been --

20 A. The appropriate billing element in place at
21 that time, hm-hmm.

22 MR. HUTTENHOWER: All right. I would like to

1 move for the admission of Respondent's Exhibit
2 No. 6 and No. 7.

3 JUDGE SAINSOT: I don't think 5 was admitted
4 into evidence.

5 MR. HUTTENHOWER: All right. How about if I
6 may ask for 5, 6 and 7.

7 JUDGE SAINSOT: Okay. Any objection,
8 Mr. Gardner?

9 MR. JAMES GARDNER: No.

10 JUDGE SAINSOT: Okay. Your motion is granted,
11 Counsel.

12 Respondent's Exhibits 5, 6 and 7 are
13 admitted into evidence.

14 (Whereupon, Respondent
15 Exhibit Nos. 5, 6 and 7 were
16 admitted into evidence as
17 of this date.)

18 MR. HUTTENHOWER: Now, one last question.

19 If you look at the August 2000 bill and
20 then the August 2000 -- oh, I'm sorry. I've
21 already asked that question, so let me withdraw it.

22 And if -- I believe you've admitted all

1 my -- all seven exhibits that I had offered?

2 JUDGE SAINSOT: That's what my records
3 indicate.

4 MR. HUTTENHOWER: Okay. Just in case, I'll ask
5 again.

6 And then I have no further questions for
7 Mr. Leach.

8 JUDGE SAINSOT: Okay. Would you like to
9 cross-examine?

10 MR. JAMES GARDNER: I just have a couple things
11 here.

12 JUDGE SAINSOT: Okay.

13 CROSS-EXAMINATION

14 BY

15 MR. JAMES GARDNER:

16 Q. Mr. Leach, you did testify that all three
17 lines was blocked even prior to 1998 --

18 A. It appears.

19 Q. -- on Mastermind Realty's account?

20 A. From what I can see from this particular
21 record, it would indicate that, yes.

22 Q. Okay. And for the record that you have

1 today, are you saying that you know for a fact that
2 they was blocked as of 1998?

3 A. I can state for a fact that block code was
4 put on with an order on June 15th of '98.

5 Q. Okay. Exhibit 6, it was just admitted?

6 A. Hm-hmm.

7 Q. Would you be so kind to add the total
8 amount of this bill?

9 I came up with 74.90 -- \$74.94. Would
10 you check it?

11 A. I get 72.57. This was a credit.

12 Q. Okay. 72.57?

13 A. 72.57.

14 Q. 72.57. Okay.

15 And let the record show this is a
16 service record by -- this is Centrex Ameritech's
17 service record?

18 A. Yes.

19 Q. Okay. And the date is as -- charges as of
20 August 4, 2000, correct?

21 A. Hm-hmm.

22 Q. Okay. The other one, I came up with

1 68.07 -- this is another service record -- charges
2 as of 4/4/99.

3 Would you please add that one up for me?

4 A. 65.62.

5 Q. 65.62?

6 A. Hm-hmm.

7 Q. That is the amount that I should have been
8 billed for services. Okay. 65.62.

9 Okay. For the record, the service
10 record from Ameritech Centrex charges as of 4/4/99,
11 the total charges is \$65.62. This include the
12 USOC, the BFK, the NRS, the --

13 JUDGE SAINSOT: Are you asking him a question,
14 Mr. Gardner?

15 MR. JAMES GARDNER: No, I'm just making a
16 statement.

17 JUDGE SAINSOT: Well, you need to not make a
18 statement at this time and ask him a question.

19 You can ask him a question related to
20 what you're talking about, though. I mean, I'm not
21 trying to --

22 BY MR. JAMES GARDNER:

1 Q. Okay. This is the charges from Centrex. I
2 think I said that, right?

3 A. Well, I would say --

4 Q. Your record --

5 A. This -- this -- both of these documents
6 are, apparently, documents that -- these are not
7 company documents.

8 These are documents that it looks like
9 someone has attempted to take charges from a
10 customer service record and put them in a nice
11 legible readable table, but this isn't an actual
12 record of your customer service billing.

13 Q. Do you see anything that's missing on here
14 that should be added or deleted?

15 A. I'd have to --

16 Q. -- in that record?

17 A. I mean, if I compared these two, I'd have
18 to do a comparison of these -- this is the official
19 customer service record that your billing was
20 rendered from; not this.

21 This is what somebody has taken and
22 attempted to put in a nice layout.

1 Q. And they got this information from other
2 documents?

3 A. I'm assuming that that information would
4 have been obtained from your actual customer
5 service record.

6 Q. You assume that?

7 A. Hm-hmm.

8 MR. JAMES GARDNER: Okay. No further
9 questions.

10 MR. HUTTENHOWER: All right. If I may, just
11 one brief topic on redirect.

12 REDIRECT EXAMINATION

13 BY

14 MR. HUTTENHOWER:

15 Q. Let me show you, Mr. Leach, again, the
16 August 2000 bill.

17 And if we could compare it to what's
18 been marked as Exhibit 6, does the information
19 contained on Exhibit 6 include any taxes that might
20 be applicable to the services for this account?

21 A. No, it doesn't.

22 Q. Does the information contained on Exhibit 6

1 contain any information about the charges that
2 might be billed as municipal additional charges?

3 A. Well, that could be included in a general
4 line item here called municipal -- well, here
5 specifically as a line item, municipal additional
6 charges, yes.

7 Q. And how much are those charges?

8 A. \$3.16.

9 Q. There's also a line item that shows up as
10 state additional charges. Does that appear in
11 Exhibit 6?

12 A. No, it doesn't.

13 Q. And the local additional charges also do
14 not appear there?

15 A. Right. Apparently, because this -- the
16 document has identifying USOCs associated with each
17 billing element. There would be no USOCs
18 associated necessarily with taxes or additional
19 municipal type charges.

20 Q. But those -- the customer service record
21 contains information from which those taxes or
22 other charges could be calculated?

1 A. Hm-hmm. Right.

2 They're applied -- if you want to
3 reference the customer service record, you'll see
4 in the last column some coding next to each item
5 which apparently indicates to our billing system
6 how to apply appropriate taxable elements.

7 MR. HUTTENHOWER: Let the record reflect that
8 Mr. Leach was pointing to Exhibit 1, which is the
9 April '99 customer service record.

10 JUDGE SAINSOT: Okay.

11 MR. HUTTENHOWER: And I think that concludes my
12 redirect.

13 JUDGE SAINSOT: Okay. Any recross,
14 Mr. Gardner?

15 MR. JAMES GARDNER: No further questions.

16 JUDGE SAINSOT: Okay. You can step down, sir.
17 Why don't we take a ten-minute break.

18 (Recess taken.)

19 (Whereupon, Respondent
20 Exhibit Nos. 8, 9 and 10 were
21 marked for identification
22 as of this date.)

1 JUDGE SAINSOT: Okay. Back on the record.

2 Counsel, you can proceed.

3 (Discussion off the record.)

4 MR. HUTTENHOWER: And Ms. Brooks is still sworn
5 in?

6 JUDGE SAINSOT: And -- right. Ms. Brooks,
7 you're still under oath.

8 WANDA BROOKS,
9 called as a witness herein, having been first duly
10 sworn, was examined and testified as follows:

11 DIRECT EXAMINATION

12 BY

13 MR. HUTTENHOWER:

14 Q. Okay. Ms. Brooks, would you state your
15 name and business address for the record.

16 A. Wanda Brooks, 646 Chicago Road,
17 Chicago Heights, Illinois 60411.

18 Q. And what's your current position with
19 Ameritech?

20 A. Customer advocate in the billing office.

21 Q. And what are your responsibilities in that
22 position?

1 A. We speak with customers and go over their
2 bills in reference to what service they have with
3 Ameritech.

4 Q. And how long have you had that position?

5 A. As a customer advocate, a year and three
6 months. I've been in the billing capacity since
7 1995.

8 Q. All right. And how long in total have you
9 worked for Ameritech?

10 A. 22 years and eight months.

11 Q. All right. And with regard to
12 Mr. Gardner's case, have you had the opportunity to
13 become familiar with his account or the Mastermind
14 Realty account?

15 A. Yes.

16 Q. Have you had any personal contact with
17 Mr. Gardner before today?

18 A. No.

19 Q. Had you ever done any work regarding
20 Mr. Gardner's account before you were asked to
21 testify in this matter?

22 A. No.

1 Q. Okay. And have you reviewed any business
2 records related to Mr. Gardner's -- or to the
3 Mastermind account?

4 A. Yes.

5 Q. What sort of records did you look at?

6 A. His bills and a couple of customer service
7 records.

8 Q. All right. Let me show you what has been
9 marked as Respondent's Group Exhibit No. 10.

10 And if you could tell me -- those are
11 some bills, are they not?

12 A. Yes.

13 Q. If you could tell me the months -- the
14 customer to whom the bills relate and the months of
15 the bills?

16 A. Okay. This is a July 1996 bill for
17 Mastermind Realty, an August 1996 bill for
18 Mastermind Realty at 120 South 5th in Maywood;
19 January 1997 for Mastermind Realty, July 1997 for
20 Mastermind Realty, September 1997 for Mastermind
21 Realty, and October 1997 for Mastermind Realty.

22 MR. HUTTENHOWER: Could I ask that these bills

1 which are Group Exhibit 10 be admitted into
2 evidence?

3 JUDGE SAINSOT: Any objection, Mr. Gardner?

4 MR. JAMES GARDNER: Yes. In regards to bill
5 July 4th, 1996, that's prior to the block. August
6 4th of 1996, that's prior to the block.

7 I'm only concerned about after the
8 blockage of our lines.

9 JUDGE SAINSOT: I thought you testified, and
10 correct me if I'm wrong, that -- well, maybe the
11 bill will answer that question -- that you asked
12 for the block in June of '96.

13 MR. JAMES GARDNER: June 17th of '96.

14 JUDGE SAINSOT: Oh, but this --

15 MR. JAMES GARDNER: But the block did not take
16 place.

17 Sure. I requested -- they gave me
18 credit for a period of time and that shows on the
19 bill. As of September of 1996, we was even.
20 That's why I got that circled. The 426.68, it
21 was -- you know, we was starting over again.

22 JUDGE SAINSOT: Well, what's the relevance then

1 if Mr. Gardner is saying that the July and August
2 bills are -- he's not contesting the propriety of
3 those bills.

4 That's what I take you to say,
5 Mr. Gardner.

6 MR. JAMES GARDNER: Yeah.

7 MR. HUTTENHOWER: Well, I guess then that they
8 would not be relevant to the claims.

9 I was not sure before today whether they
10 were relevant to the claims. And some of the
11 material that I had -- that Ms. Brooks and I had
12 prepared today includes those months, you know,
13 charts and such.

14 So I thought it would be appropriate to
15 have them in evidence just so the charts are there,
16 but we could certainly strike those months out of
17 the charts, and then we wouldn't need a foundation
18 for what is shown -- appears in a chart.

19 I would note that the bills that
20 Mr. Gardner introduced into evidence go back -- the
21 earliest one is from 1995. So, I mean, but --

22 JUDGE SAINSBOT: Okay.

1 MR. HUTTENHOWER: -- I'm happy to -- if they're
2 out of the case -- I wanted to explain why I had
3 introduced them.

4 JUDGE SAINSOT: Sure. That's fine. I'm not
5 questioning your thought processes.

6 All right. Okay. On that -- the basis
7 that Mr. Gardner represents that he is not
8 contesting his July 1996 or August 1996 bill, I
9 will remove these two documents from Group
10 Exhibit 10. Unfortunately for you, that means
11 things have to be marked again.

12 Okay. Just -- here's -- here's this and
13 this. It doesn't have to be done right now.

14 MR. JAMES GARDNER: You know, it really doesn't
15 matter.

16 I mean, you can leave -- they can be
17 admitted as part of the record, if you want.

18 JUDGE SAINSOT: Okay. As long as we're clear
19 that you're not contesting them. Okay. I'll just
20 put them all back and then we don't have to remark
21 it.

22 Okay. So for the record --

1 MR. JAMES GARDNER: For the record --

2 JUDGE SAINOT: The July and August '96 bills
3 will be admitted as part of Exhibit 10. However,
4 they are not relevant in terms of what charges
5 Mr. Gardner is contesting.

6 (Whereupon, Respondent
7 Exhibit No. 10 was
8 admitted into evidence as
9 of this date.)

10 JUDGE SAINOT: Okay. We can proceed.

11 BY MR. HUTTENHOWER:

12 Q. All right. Let me hand you what has
13 already been marked Group Exhibit -- or not group,
14 Respondent's Exhibit No. 8.

15 Okay, Ms. Brooks. Could you tell me
16 what Respondent's Exhibit 8, the information it in
17 general presents?

18 A. Okay. This is a summary of Ameritech
19 charges that was billed for Mastermind Realty
20 from -- and it says July 1996 up to September of
21 2000; and it's a summary of a local service, the
22 EUCL, local usage, other charges and credits,

1 government charges, taxes, late payment charges and
2 the total.

3 Q. All right. Now, let's run back and explain
4 what some of the columns are.

5 A. Okay.

6 Q. So the column that's entitled "Local
7 Service," I believe Mr. Leach testified that that's
8 sort of the Centrex-related line charges; is that
9 your understanding?

10 A. Hm-hmm. Correct.

11 Q. Now, the EUCL charge is what?

12 A. That's the -- as Mr. Leach stated, the end
13 user common line charge. It's also known as the
14 supplemental line charge. And, basically, it's
15 mandated through the FCC a charge that is built
16 into the federal access charges.

17 Q. Okay. And what is local usage? What sort
18 of service is that charging for?

19 A. Local calls, directly-dialed local calls.

20 Q. Might it also include collect calls, if
21 they're made --

22 A. If they're local.

1 Q. Okay. What is other charges and credits as
2 a category?

3 A. Okay. That's where you might -- if you
4 have an order that generates charges, it would be
5 under other charges and credits. It's -- any
6 adjustments for rate changes would appear there.

7 Q. Okay. And the category "Government
8 Charges," what -- what would be meant by that here
9 on this chart?

10 A. That's the E911 charge, the -- I'm going to
11 say this wrong infrastructure charges --

12 Q. Hm-hmm.

13 A. -- the federal and the state infrastructure
14 charges, the number portability charge and the
15 franchise fee.

16 Q. Okay. Taxes, I think we understand.

17 Late payment charge, what is a late
18 payment charge?

19 A. That is if you pay late, you are assessed a
20 late payment charge if your bill is late.

21 Q. And then the total would be a summary of
22 some of the other charges; is that correct?

1 A. Correct.

2 Q. Okay. Does this chart anywhere show where
3 credits were provided to the customer on his bills
4 as opposed to just charges?

5 A. Sure. I see in September of '96 a credit
6 was issued for a late payment charge.

7 Q. And I guess it looks like some other
8 instances where there were late payment charges
9 being credited?

10 A. Credited. And --

11 Q. In March of '98, there appears to be a
12 credit under other charges and credits?

13 A. Hm-hmm.

14 Q. And I guess how about -- look at the charge
15 for the November 1996 billing.

16 Was there any credit on the November
17 1996 bill?

18 If you want to look at the --

19 A. I don't see that here.

20 Q. Let the record reflect that Ms. Brooks is
21 looking at the November '96 bill from Mr. Gardner's
22 Group Exhibit A.

1 A. Okay. I see a credit of \$255.71.

2 Q. Does the bill give any indication what that
3 credit was for?

4 A. No.

5 Q. All right. And I guess also, if you could
6 look at the July 1998 bill. Are there any credits
7 from Ameritech reflected on that bill?

8 A. Yes, it is.

9 We gave a credit for 35.67; 14.30 to a
10 monthly service and then 21.35 in late payment
11 charge.

12 Q. Okay.

13 JUDGE SAINSOT: Is this July of 1998?

14 MR. HUTTENHOWER: Yes.

15 THE WITNESS: Hm-hmm.

16 JUDGE SAINSOT: And that's reflected in the
17 bill, not on the chart; right?

18 MR. HUTTENHOWER: I believe, your Honor,
19 there's a footnote on the chart that references the
20 fact of the credit.

21 JUDGE SAINSOT: Okay.

22 BY MR. HUTTENHOWER:

1 Q. Now, would the charges on this chart also
2 reflect changes in the tariff rates; that charges
3 would go up if the tariff changed or charges would
4 go down if the tariff changed?

5 A. Yes.

6 Q. Okay. Does the information on this chart
7 truly and accurately summarize the information
8 contained -- much of the information contained in
9 these bills with regard to the billing of Ameritech
10 charges?

11 A. Yes.

12 MR. HUTTENHOWER: I would move that Exhibit 8
13 be admitted into evidence.

14 JUDGE SAINSOT: Any objection?

15 MR. JAMES GARDNER: No.

16 JUDGE SAINSOT: Okay. Your motion is granted,
17 Counsel.

18 Exhibit 8 -- Respondent's Exhibit 8 is
19 admitted into evidence.

20

21

22

1 (Whereupon, Respondent
2 Exhibit No. 8 was
3 admitted into evidence as
4 of this date.)

5 JUDGE SAINOT: Did I formally admit
6 Exhibit 10? I'm not sure I did.

7 Just for the record, you had no
8 objection to Exhibit 10, except for those two --
9 okay. So that is -- Respondent's Exhibit 10 is
10 also admitted into evidence.

11 BY MR. HUTTENHOWER:

12 Q. Okay. If we're ready to proceed.

13 I'd ask, Ms. Brooks, that you look at
14 the local usage column on the chart.

15 A. Okay.

16 Q. And can you tell me the last -- was the
17 account billed for local usage in November of '96?

18 A. Hm-hmm.

19 Q. Was it billed for local usage at any time
20 subsequent to November of '96?

21 A. No.

22 Q. Make sure you look at all three pages of

1 the chart.

2 A. Oh, yes. I'm sorry.

3 It did bill January of '98 for a collect
4 call -- for collect calls.

5 Q. Now, usage charges are billed in arrears,
6 are they not?

7 A. Hm-hmm.

8 Q. And what did that mean -- if a November
9 bill contains usage charges, when -- when were the
10 calls -- when was that usage occurring?

11 A. Depending on the customer's bill cycle, if
12 it ran from September 18 to October 18, it would
13 appear on either late October or early November
14 bill. So this was calls from October.

15 Q. All right. Thank you.

16 Now, let's look at the local service
17 column, which is the second column on the chart.

18 Now, that number changes on occasion.
19 The first change that I notice here is in December
20 of 1996. And do you know why the local service
21 charge changed in December of 1996?

22 A. It was a rate decrease resulting from

1 removal of certain line features on October 15th.

2 Q. And let me show you the November 1996 bill
3 that's part of Complainant's Group Exhibit A.

4 Do you see any -- oh, I'm sorry. I
5 meant to show you the December bill. Big build up
6 for nothing.

7 The December 1996 bill, do you see any
8 order activity reflected on the December 1996 bill
9 or changes to the customer --

10 A. Changes. Yeah, there was changes made.

11 Q. And what is the date as -- the changes were
12 made as of what date?

13 A. October 15th.

14 Q. Of 1996?

15 A. Yes.

16 Q. Okay. Thank you.

17 If we look at the chart again in April
18 of 1997, the local service column, the amount
19 billed for local service changes from March of '97
20 from \$40.15 to \$40.13 in April of 1997. Do you
21 know why that change occurred?

22 A. It was because the telecommuni - -- because

1 the telecommunications relay charge moved from
2 being billed with local service to being billed
3 under government charges.

4 Q. All right. And then if we turn to the
5 second page of the chart, June of 1998, again, the
6 local service amount changes.

7 Do you know why that change occurred?

8 A. It was because there was a rate increase
9 for the Centrex intercom feature.

10 Q. All right. And then it looks again that
11 there's a rate change in October of 1999.

12 Do you know why that change to the local
13 service charge occurred?

14 A. That was when the Centrex -- a conversion
15 took place changes from -- to a different billing
16 for Centrex services.

17 Q. This would be the billing change that
18 Mr. Leach testified about?

19 A. Right. On the CSS to Ameritech Centrex
20 service.

21 Q. Now, if we look at the next column, the
22 charge for the EUCL, that seemed to stay the same

1 for a while, but it then started changing with some
2 regularity.

3 Does the EUCL charge change over time?

4 A. Hm-hmm. Yes, it does.

5 Q. Okay. And also, the charges in -- the
6 government charges also change over time. Why
7 would that be?

8 A. Depending on a new government charge could
9 be introduced or they can change the rates of the
10 existing government charges.

11 Q. All right. Thank you, Ms. Brooks.

12 I have one more exhibit to go here.

13 This one has been marked as Exhibit No. 9.

14 Now, Ms. Brooks, did your review of the
15 Mastermind bills also look at charges other than
16 Ameritech charges?

17 Did it look at charges where Ameritech
18 is simply billing for services provided by other
19 companies?

20 A. Yes, it did include review of those charges
21 as well.

22 Q. Okay. You've been handed Exhibit 9. Could

1 you tell me what Exhibit 9 is?

2 A. This is a summary of the other -- of
3 charges billed by other carriers, any charges or
4 credits for Mastermind Realty.

5 Q. So that since we have the December '96 bill
6 right at hand; on the chart, it shows charges from
7 two companies?

8 A. Hm-hmm.

9 Q. And those companies are which?

10 A. MCI and Opticom (phonetic) Operator
11 Services.

12 Q. All right. And if you look at the charges
13 from Opticom in this December 1996 bill, what -- do
14 those charges represent a direct dialed call from
15 Mastermind's phones?

16 A. No, it was a collect call from Bellwood,
17 Illinois to the Maywood location.

18 Q. All right. And let's look at the page of
19 MCI charges in the December '96 bill.

20 Do those charges represent calls
21 directly dialed from Mastermind's phones?

22 A. No, it was three collect calls, all from

1 Bellwood to the Maywood location.

2 Q. Now, if you look at the last page of
3 Exhibit 9, what -- there are two little -- little
4 columns -- sets of columns there.

5 What are those columns? What
6 information do they present?

7 A. The total charges that were billed by other
8 carriers and then credits that were issued by the
9 other carriers.

10 Q. All right. Does the information on the
11 chart that's been marked as Respondent's Exhibit 9
12 truly and accurately summarize the information on
13 Mastermind's bills from July 1996 to September 2000
14 regarding the billing of charges by other carriers?

15 A. Hm-hmm. Yes.

16 MR. HUTTENHOWER: I'd request admission of
17 Exhibit 9 into evidence.

18 JUDGE SAINSOT: Any objection, Mr. Gardner?

19 MR. JAMES GARDNER: No.

20 JUDGE SAINSOT: Okay. Your motion is granted,
21 Counsel. Respondent's Exhibit 9 is admitted into
22 evidence.

1 (Whereupon, Respondent
2 Exhibit No. 9 was
3 admitted into evidence as
4 of this date.)

5 BY MR. HUTTENHOWER:

6 Q. All right. The chart contains information
7 about long distance calls, does it not?

8 A. Yes.

9 Q. And what do the long distance calls mean in
10 the context of this chart?

11 Would they be calls directly dialed
12 from --

13 A. Directly dialed calls outside that are not
14 considered local.

15 Q. Now, what is the last month where long
16 distance calls appear on Mastermind's bills?

17 A. November 1996.

18 Q. All right. Let me show you again from
19 Mastermind's Group Exhibit A, the November 1996
20 bill and, in particular, the MCI portion of that
21 bill.

22 What is the date of the last direct

1 dialed call on that bill -- long distance call on
2 that bill that MCI charged for?

3 A. October 9th, 1996, called directly to
4 Belleville, Illinois.

5 Q. All right. Now, looking at the other types
6 of charges -- the description of the other types of
7 charges on Mastermind's account in your chart, we
8 see collect calls.

9 Are collect calls something that would
10 be directly dialed from the customer's lines?

11 A. No.

12 Q. Now, there's also a number of charges for
13 what is described as Internet, and let me get out
14 one of those bills. I'll get you out the March
15 1977 -- 1997 bill from Mastermind's Group
16 Exhibit A.

17 And this is a chart -- charges from
18 something called ESBI. And what is the description
19 of the charge there?

20 A. It's from -- Internet access fee, ACT fee.
21 I have an abbreviation.

22 Q. Internet A-C-T --

1 A. A-C-T fee.

2 Q. Okay. Would that, to your knowledge,
3 represent a charge for a directly dialed call from
4 Mastermind's --

5 A. No.

6 Q. No.

7 What's ESBI?

8 A. It's a billing service for other carriers.

9 Q. Okay. It's not Ameritech?

10 A. No.

11 Q. Okay. And there are charges described in
12 your charges being Internet -- oh, I'm sorry, WWW
13 services?

14 A. Hm-hmm.

15 Q. And let's get an example of that, April of
16 1998.

17 And that is -- now, this is a bill from
18 April 1996 from Mastermind's Group Exhibit A from a
19 company called Federal Transtel. And what are the
20 services that are being billed?

21 A. It's for www.quickpages.com.

22 Q. And do you know what www.quickpages.com is?

1 A. It is for -- it can be for a couple of
2 different services, I was told; for either having a
3 web site or advertising on a web site.

4 Q. Would these charges represent calls
5 directly dialed from Mastermind's telephones?

6 A. No.

7 Q. And what is Federal Transtel?

8 A. They are a billing agent as well for other
9 carriers.

10 Q. All right. Now, the chart in October of
11 1998 refers also to charges in ESBI for something
12 that is described as web site design and hosting.

13 If you'd like, I can pull out that bill
14 for you, Ms. Brooks.

15 A. I don't see that.

16 Q. Would web site design and hosting represent
17 directly dialed calls from Mastermind's phones?

18 A. No, not at all.

19 Q. All right. Now, the other general category
20 of charges from these other carriers is described
21 as miscellaneous fees and that shows up, among
22 other places, on the January 2000 bill. So I will

1 pull that one out for your benefit.

2 All right. And turning to the MCI page
3 of that January 2000 bill, what are the charges
4 being assessed for, if you can read it?

5 A. It's got a little --

6 Q. What are the fees that are --

7 A. It's for current charges for Mastermind
8 Realty. It's billed as a federal excise tax --
9 well, taxes and then a national access fee, federal
10 universal service fee, and a customer account
11 minimum charge.

12 Q. Now, would those charges represent calls
13 directly dialed from Mastermind's telephones?

14 A. No.

15 Q. All right. Thank you.

16 Now, Ms. Brooks, if you were to receive
17 a call from a customer who was disputing charges on
18 an Ameritech bill from other carriers, what would
19 you suggest that that customer do?

20 A. The first suggestion is to call the other
21 carrier.

22 Q. And do what with the other carrier?

1 A. Either get an explanation or to see if the
2 other -- they can get the other carrier to issue an
3 adjustment.

4 Q. And what would an adjustment do?

5 A. It would remove it off the Ameritech bill.
6 It will come to us as a credit for that service.

7 Q. All right. And so other carriers will
8 issue adjustments in response to customer
9 complaints about disputed charges?

10 A. Yes.

11 Q. Did your review of Mastermind's bills show
12 whether it ever received adjustments from any of
13 these other carriers for charges on its Ameritech
14 bills?

15 A. Yeah, quite a few.

16 Q. If you could review those for us.

17 A. The July of '98 bill.

18 Q. Okay. Here, we have the July of '98 bill.

19 And what sort of adjustments show up on
20 the July of '98 bill?

21 A. We see a \$75 credit from ESBI and an \$85
22 credit from Federal Transtel.

1 Q. All right. And on -- are there other
2 credits that appear?

3 A. August of '98?

4 Q. And here, we have the August of 1998 bill.
5 And are there any adjustments that appear on that
6 bill?

7 A. A \$254 credit from ESBI.

8 Q. All right. Any other month in which there
9 was a --

10 A. December of '98.

11 Q. Yeah, your -- yes. That's right. December
12 of '98.

13 Okay. Do you see any credits on -- on
14 this bill from any long distance carrier -- or I'm
15 sorry, other carrier?

16 A. There was 59.90 for Traveler from ESBI and
17 also for \$75 from ESBI.

18 Q. And what's the total with tax of that
19 credit?

20 A. 134.90.

21 Q. With tax. I'm sorry.

22 A. Oh, I'm sorry. 149.06.

1 Q. All right. Were there any other credits
2 for these other carrier charges?

3 A. May of '99.

4 Q. All right. And how much were those
5 credits?

6 A. 300 were the credits from Federal Transtel
7 and 59.90 from ESBI.

8 Q. For a grand total of?

9 A. 359.90 before taxes.

10 Q. All right. And any other credits from
11 these carriers?

12 A. August of '99.

13 Q. And what was that adjustment and from whom?

14 A. \$30 credit from Federal Transtel.

15 Q. All right. What is the total amount of the
16 credits that the Mastermind account received from
17 ESBI and Federal Transtel?

18 A. Total together?

19 Q. Well, you can do it separately.

20 A. ESBI, \$537.96; and Federal Transtel, \$415.

21 Q. What were the total charges from ESBI on
22 the account?

1 A. \$388.90.

2 Q. And what were the total charges from
3 Federal Transtel?

4 A. \$445.

5 Q. Now, could you do a little bit of math here
6 and tell me what the total charges were from those
7 two carriers?

8 A. \$833.90.

9 Q. So the amount of credit that the account
10 received from those two companies, was that more or
11 less than the amount of charges from those two
12 companies?

13 A. He received -- more credit was received
14 than charges were billed.

15 Q. And the difference is approximately how
16 much?

17 A. \$119.06.

18 MR. HUTTENHOWER: I have no further questions
19 for this witness.

20 JUDGE SAINOT: Okay. Mr. Gardner, any
21 cross-examination?

22 MR. JAMES GARDNER: Yes.

1 CROSS -EXAMINATION

2 BY

3 MR. GARDNER:

4 Q. Just want to make sure that I understood
5 you.

6 I understand that there was a lot of
7 credits on a lot of bills. Counsel showed you a
8 lot of bills and there was a lot of credits and
9 those credits was from a carrier by the name of
10 ESBI?

11 A. Hm-hmm.

12 Q. And Federal Transtel --

13 A. Hm-hmm.

14 Q. -- and Opticom. These were credits that
15 was on the bill?

16 A. I didn't show -- see a credit from Opticom.

17 Q. Okay. Only the ESBI and the Federal
18 Transtel?

19 A. Right.

20 Q. And these are credits because of what
21 reason did --

22 A. That, I don't know, sir.

1 Q. Okay. Did you testify that the customer --
2 the procedures that the customer contact these
3 carriers to make an adjustment or do they contact
4 Ameritech to make the adjustment?

5 A. No, Ameritech does not make the adjustment.
6 Ameritech will put the amount in dispute for the
7 customer while the customer works out the conflict
8 with the carrier.

9 Q. Okay.

10 A. If there is no resolution and the customer
11 absolutely refuses to pay, after so long we can
12 recourse (sic) the charges back to the company, to
13 the carrier.

14 Q. Oh, okay. Well, in this particular case,
15 Ms. Brooks, I do believe that the credits was in
16 order. That portion was worked out. That is not
17 in dispute with the overbilling, to my
18 understanding, because there was some credits given
19 there.

20 Did you mention that the ESBI and the
21 Federal Transtel, are they Internet services --
22 Internet providers?

1 A. No, they're billing services for different
2 carriers.

3 Q. For different carriers?

4 A. Hm-hmm.

5 MR. JAMES GARDNER: Okay. No further
6 questions.

7 MR. HUTTENHOWER: I have nothing further.

8 JUDGE SAINSOT: Okay. You can step down,
9 ma'am.

10 THE WITNESS: Thank you.

11 JUDGE SAINSOT: Thank you for appearing.

12 (Discussion off the record.)

13 JUDGE SAINSOT: Just so we know, because I may
14 have to make a short break for phone calls, do you
15 have -- oh, excuse me.

16 Before you leave, I realize that
17 Respondent's Exhibit 9 was not admitted into
18 evidence. I don't know if you did that on purpose
19 or not.

20 MR. HUTTENHOWER: I'm sorry. I meant to do
21 that. I meant to move for its admission.

22 JUDGE SAINSOT: Okay. So before you leave,

1 could we maybe get it in through you since it's
2 your baby.

3 THE WITNESS: Okay

4 BY MR. HUTTENHOWER:

5 Q. All right. Exhibit 9, which is the chart
6 of charges from other carriers than Ameritech, does
7 that chart truly and accurately summarize
8 information on the Ameritech bills from Mastermind
9 Realty from July '96 to September 2000?

10 A. Yes, it does.

11 MR. HUTTENHOWER: I would move that that chart
12 be admitted into evidence.

13 JUDGE SAINOT: Any objection, Mr. Gardner?

14 MR. JAMES GARDNER: Well, just one thing.

15 Ms. Brooks just said does she know for a
16 fact that these are the correct charges. To my
17 understanding, this is the first time you've seen
18 the record of Mastermind Realty in the last two
19 days or something.

20 So how do you know for a fact that
21 these -- that they are correct?

22 MR. HUTTENHOWER: I believe her testimony was

1 that this reflected the information on Ameritech's
2 bills.

3 THE WITNESS: Bills.

4 MR. JAMES GARDNER: Okay.

5 JUDGE SAINSOT: Okay. I don't -- Mr. Gardner,
6 I don't think she's saying they're correct or
7 incorrect because they're bills from different
8 companies.

9 So I don't -- I mean, for the record, I
10 don't think she'd have knowledge as to what it was
11 about.

12 On that basis, your objection is
13 actually noted, but Exhibit 9 is admitted into
14 evidence.

15 MR. HUTTENHOWER: Thank you.

16 JUDGE SAINSOT: Okay. Just so I have feel,
17 Mr. Huttenhower, are you -- do you have a lot more
18 to do?

19 MR. HUTTENHOWER: I don't think I have anything
20 more to do.

21 JUDGE SAINSOT: Okay. Mr. Gardner?

22 MR. JAMES GARDNER: (Shaking head.)

1 JUDGE SAINSOT: Okay. All right.

2 So, Mr. Huttenhower, are you resting at
3 this point?

4 MR. HUTTENHOWER: Yes.

5 JUDGE SAINSOT: Okay. Mr. Gardner, do you care
6 to present any rebuttal testimony?

7 MR. JAMES GARDNER: Closing?

8 JUDGE SAINSOT: Or a closing.

9 You can make a brief closing statement,
10 if you'd like. Keep in mind if you make a closing
11 argument, that's not evidence. It's just an
12 argument.

13 CLOSING STATEMENTS

14 BY

15 MR. JAMES GARDNER:

16 Let me see. Just for the record, again,
17 this case is about Ameritech overbilling Mastermind
18 Realty. I think it has been demonstrated, the
19 facts has been presented and the math is correct.

20 Beginning of 1997, take all the bills
21 and you add them up. You will come to \$2,187.07.
22 That's an average of \$198.82 per month.

1 Based on all the mumbo jumbo that I've
2 heard here today regarding to the codes, the FBI,
3 the -- I'm sorry, the -- the different codes that
4 was mentioned, the UCLA, the USOC, all of these
5 different codes I've listened to, the bottom line
6 is Ameritech has, in fact, overbilled Mastermind
7 Realty.

8 Their own information that they have
9 presented here today clearly demonstrate that they
10 have overbilled Mastermind Realty.

11 You look -- you looking at the bills,
12 looking at the service record, the service record
13 clearly shows that Mastermind Realty was paying at
14 the most \$81 a month per their information, per
15 their exhibits that has been made part of the
16 record.

17 The bills that I've presented clearly
18 shows that Ameritech has overbilled Mastermind
19 Realty as much as \$198.82 per month when the bill,
20 in fact, should have been, per their records, \$72;
21 at the most, \$81 per month.

22 Mr. Leach, the expert for the Ameritech,

1 has also explained the Centrex charges and the
2 services, and the total charges including the
3 services came to \$75.89. He did indicate that
4 there had been an increase in the charges from
5 \$2.83 per line to \$5.86 per line and that was
6 effective May of 1998. Mastermind Realty does have
7 three lines at that time and will continue to pay
8 our bill, but we have not paid on an average of
9 \$198.82 a month.

10 JUDGE SAINSOT: Anything further, Mr. Gardner?

11 MR. JAMES GARDNER: No, your Honor.

12 JUDGE SAINSOT: Okay. Mr. Huttenhower?

13 MR. HUTTENHOWER: Some brief remarks.

14 CLOSING STATEMENTS

15 BY

16 MR. HUTTENHOWER:

17 As I mentioned this morning,
18 Mastermind's claims seem to be that it had asked
19 Ameritech to put a block on outgoing calls as of
20 October of 1996 and that we had somehow failed to
21 implement blocking of outgoing calls.

22 I believe that the evidence we presented

1 today both in terms of the bills from Mastermind as
2 well as charts that have been derived from the
3 bills show that the last time Ameritech billed
4 Mr. Gardner's company for a local call was in
5 November '96 reflecting calls made in October of
6 1996, and the last time Mr. Gardner's account was
7 billed for a long distance call dialed from his
8 lines was also in November of '96 representing
9 calls placed in early October of 1996.

10 So that to the extent that there's any
11 evidence that a block was or was not in place, the
12 evidence would clearly point to the fact that a
13 block was in place because no calls were charged
14 and, presumably, no calls were dialed.

15 It does appear that Mr. Gardner's
16 account was charged by third parties for what
17 appear to be Internet-related services. Those
18 charges were eventually -- or an amount in excess
19 of those charges from the two companies, ESBI and
20 Federal Transtel, were eventually removed from his
21 account and he was not -- he's no longer
22 responsible for those charges.

1 Mr. Gardner's other claim is,
2 essentially, that he was only to pay for his
3 monthly service an amount of about \$52 a month, \$62
4 a month -- I'm not quite sure -- and then that
5 amount did not include taxes and would not take
6 into account any increase in line charges.

7 And the testimony we presented today is
8 that in April of 1997, the amount that
9 Mr. Gardner's account was charged for the local
10 service, the line charges, and this EUCL or federal
11 access charge was \$52.52.

12 In June of '96 -- or I'm sorry, June of
13 '98, the rate changed for some Centrex features --
14 the rate for a Centrex feature changed so that his
15 local service went up approximately \$8. That would
16 seem to fall within the idea that there could be an
17 increase in our line charges.

18 And then, again, in October of 1999, we
19 changed the Centrex products we were offering and
20 that also caused, on the one hand, an increase in
21 Mr. Gardner's local service charges, but a decrease
22 in the federal access or EUCL charge. So that he

1 was paying, I'd say, in the neighborhood of \$72 a
2 month.

3 And, in fact, the chart that Mr. Gardner
4 introduced as No. 10 of Group Exhibit A, the -- in
5 2000, his payments were in the \$72 range, which
6 suggested according to his testimony that he felt
7 that that was -- that was reasonable because it was
8 reflecting a change in our rates.

9 I believe that the confusion which has
10 occurred with regard to Mr. Gardner's account
11 relates to, in some sense, an apples and oranges
12 comparison. Ameritech's presentation has focused
13 on what are his current charges in a given month,
14 how do they relate to -- you know, is he being
15 charged for local calls, is he being charged for
16 long distance calls in a given month.

17 Mr. Gardner's discussion of Ameritech's
18 bills seems to focus on the total amount he was
19 billed in a given month, which would include not
20 only the current charges for that month, say, in
21 2000 -- perhaps \$72 for his line charges and the
22 federal access charge -- but also any past due

1 balance which, over the course of the years, can
2 accumulate.

3 If your bill is \$100 a month and you pay
4 \$50 of that bill one month, then your next month's
5 bill is \$150 because you have the new charges of
6 \$100 and the old unpaid charges of \$50. And
7 Mr. Gardner's presentation on his chart saying that
8 his monthly bill was \$500 or \$400 or whatever, that
9 is reflecting whatever his current charges were for
10 that month as well as the unpaid balance from
11 previous months.

12 And his own chart demonstrates that, on
13 occasion, he did not pay anything in a given month,
14 so that the entire balance would -- would move to
15 the next month or the dates of some of his payments
16 were such that he probably missed the bill when it
17 was issued, you know, and paid the day before or
18 something.

19 At the time Mr. Gardner's service was
20 disconnected, he had an unpaid balance and the
21 disconnection was appropriate.

22 Thank you.

1 JUDGE SAINSOT: Okay. The record will be
2 marked heard and taken.

3 Have a good day, everyone.

4 HEARD AND TAKEN. . . .

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CERTIFICATE OF REPORTER

STATE OF ILLINOIS)
)
COUNTY OF DU PAGE)

CASE NO. 00-0682

TITLE: JAMES GARDNER v. AMERITECH ILLINOIS
I, Steven Stefanik do hereby certify that I am
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Dated at Chicago, Illinois, this 21st
day of June A.D. 2001.

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